

Pascagoula Public Library  
Local History & Genealogy Dept.  
Stafford Family

ABSTRACTS OF COURT RECORDS, SOUTHERN DISTRICT, MISSISSIPPI  
(on file in the Jackson County Archives)

Stafford by Stafford, next friend vs W.A. Champlin et al.  
Harrison County Chancery Court (1836-1866) (279 pp.)

(#) = page numbers marked in red, top right corner of pages, library photocopy.

Plaintiff: Edward Stafford by his guardian, Edward B. Stafford. Solicitors:  
Seal & D.C. Glenn. (205)

Defendants: William A. Champlin of Harrison Co.; William Elliott of Louisiana; Norman McLeod, John W. Breland, George Wood, Thomas White & Ransom McCann of Greene Co.; William Griffin & Walter Denny of Jackson Co. (1 & 186)  
*Alex. McLeod*

This case involves slaves inherited by the mother of Edward Stafford who, after her death, were sold to others by his father, John Stafford.

Rutha Jones: daughter of Charles Jones of Beaufort Co., SC married John Stafford in 1807 and died in 1808, was given three slaves. (115 & 164 & 208).

Mahetabel Jones: daughter of Charles Jones, was given \$4.00. (208).

Rhoda Breland: married John Stafford in S.C. as his second wife. (116)

John W. Breland: adopted son of John Stafford. (144)

Charles Jones: the father of Rutha and Mahetabel Jones and a resident of St. Peter's Parish, Beaufort Dist., S.C. who kept the slaves, who had grown in number from three to nine, until his death in 1820. (56 & 125)

Winniford Daughdrill: older widow who married Edward Stafford in 1836. Edward's father had the marriage annulled in 1837 Greene Co. on the grounds that Edward was non compos mentis. The slaves were then fourteen in number. (165) E. Turner, witness. R.L. Dixin, Clerk (259-261)

James H. Daughdrill: acted as agent for Winnifred Daughdrill in 1837. (215)

The Greene Co. Jury in Sept. 1836: Hiram Breland, Norman McLeod, Matthew Moody, Nehemiah Cowart, Allen Cochran, Thomas R. Moon, Martin Moody, W.M. Moon, Absolem Breland, Angus Moon, John L. Dantzler & Burrell Cochran. (211)

John Stafford: died in 1855 (57). Norman McLeod, Executor of his Will. He signed the original deed as "John Stafford, Jr."

Edward Stafford: only child of John Stafford and grandson of Charles Jones. Called "Idiot" in this lawsuit. (154)

Norman McLeod: defendant, had known John Stafford some years prior to 1836. That John Stafford had lived in Greene Co. from 1836 to his death in 1855.

Thomas White: defendant, received slaves Sarah & Tom. John McInnis, Justice. (85-87).

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George Wood: defendant, has known John Stafford since 1846.

Alexander McLendon: defendant, resided in Jackson Co. in 1832 & bought a slave named Candis age 15 years. During the latter part of 1834, he moved to Clarke Co., MS. (229)

William M. Hancock: Judge 8th Judicial District of Mississippi. (206)

People questioned in 1861: Wm. A. Champlin, John W. Breland, George White, Thomas Wood, William Griffin, Walter Denny, Alexander McLendon & Ransom McCann (32)

George Wood, Thomas White, Joseph Breland, Daniel McInnis; Henry Cochran & Malcom Black of Greene Co., MS; James Moore of Jackson Co., MS; Samuel Herring, Peter Fairley, John Garroway of Perry Co., MS (25 & 30); William Crawley of Mobile Co., AL (40);

Miss McCaskell: a lady over age 16, who is a relative of, and lives with, Walter Denny (41).

Richard Evans: Solicitor & Attorney for John W. Breland & Norman McLeod (53)

Phoebe, Katy & Keziah: Slaves given to Rutha by her father, Charles Jones of Beaufort District, S.C. (56)

Slaves: Nancy age 13 in Jan. 1847 had 2 children, Emanuel & Abe, by 1855 (172); Kiziah, Luke, Bill, Samuel, Wash, Thomas, Willis, Ellick, Abram, George, Daniel, John, George, Sam, Dennis, Harriet, Kezziah, Emeline, Dupey, Betsy, Hannah, Mary, Cara, Sarah, Leila, Rhoda, Margaret, Suka & Netty. (58-59) (148).

Slaves: Phebe, Kezziah, Dennis, Jenny, Dissey, George, Harriet, Elenia, John Luke, Daniel, Sam, Phebe & Nancy owned by Edward Stafford in 1836; and Stephen & Freeman belonging to the wife of Edward Stafford. (103-104) (132-136 & 189).

Slaves: Luke, Bill, Samuel, Wash, Thomas, Willis, Ellick, Abram, George, Daniel, John, George, Sam, Hannah, Kezziah, Emeline, Jenny, Dupy, Betsy, Hannah, Mary, Care, Sarah, Leila, Rhoda, Margaret, Sabra & Nelly. (106-107)

Slaves: Hannah, Sabra, Ellick & Abram were sold to R.D. McCann. (148)

Slaves: Sarah age 12 who had a son born in Sept. 1860, & Tom age 19 now owned by Thomas White. (20 & 85).

Candis: a slave bought by Alexander McLendon in 1832. She was then age 15. By 1841 she had four children. She and the two youngest children, age 1 1/2 and 3 years old, were sold to J.W. Bedwell, now of Hinds Co. Her two other children were Nancy and Lydia. (224)

John McLendon: a resident of Greene Co. & brother of Alexander, bought the slave, Nancy age 11, in 1846. (224)

Henry McDonald: a resident of Sumter Co., AL, bought the slave, Lydia. (224)

Daniel Martin: in 1832 was a resident of Jackson Co., then Greene Co., then Lauderdale Co. (226)



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Malcom Black: in 1834 Greene Co. was called "Malcom Black, Jr." (234)

Wm. Hancock: Chancellor (74); Geo. T. Swann, Clerk & Samuel Lumpton, D.C.;  
C.P. Smith (78).

John Henderson: Counsel to defend all suits & complaints which E. Stafford  
might institute. William St. John Elliott Henderson of Louisiana is his son.  
(107 & 186 & 205)

John Cowart: Greene County Justice of the Peace. (113)

L.L. Davis: Court Clerk.

William Stafford of S.C.: a relative of John Stafford and the Administrator  
of Rutha Jones' estate. He held the slaves from 1820/1821 until John Stafford  
could get them. (117-125)

Seth Stafford: a witness to the original gift-deed.

Pages (186-204 & 274-278) give an excellent synopsis of this case.

Pages (208-209 & 253) contain a copy of the original gift-deed in S.C.

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**Florida Parishes Genealogical Newsletter**

Donna Burge Adams, Editor  
P.O. Box 520  
Livingston, LA 70754

12/31/95

Patricia N. Edwards  
26 Robinwood Place  
Purvis, MS 39475-3332

Dear Mrs. Edwards,

This is a very belated response to your query in Fly. Puzzlers from December, 1994. I am enclosing worksheets with what little I have on Staffords as mentioned in your query. It may not be of much use, but I'll send it in case.

In return, I'd appreciate a copy if possible of the Mississippi court case you referred to in your query; it mentioned Wm. and Seth Stafford along with Joneses.

Please note the enclosed are *worksheets*, meaning a lot more work is needed on these individuals. I don't really have much time for personal research since we opened an educational supply store, along with our daughter and son-in-law. I work there 6 days a week. But I did want to send this along in case it was of any help.

Good luck in your research!

Donna

**WILLIAM STAFFORD I<sup>1</sup>**

- b. ca 1606 England<sup>2</sup>  
md. FRANCES MASON ca 1640<sup>3</sup>; md. 2) ANNE ---<sup>4</sup>

Children:

1. **WILLIAM STAFFORD.**

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**WILLIAM STAFFORD II**

- b. Va.<sup>5</sup>

Children:

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<sup>1</sup>Muster Roll of Settlers of Virginia, p. 251.

<sup>2</sup>Laban Stafford, *His Ancestors & Descendents*, by Ernest N. Stafford.

<sup>3</sup>Laban Stafford, *His Ancestors & Descendents*

<sup>4</sup>Laban Stafford, *His Ancestors & Descendents*

<sup>5</sup>Laban Stafford, *His Ancestors & Descendents*

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1. **WILLIAM STAFFORD III**
  2. JOHN STAFFORD d. 1733 Bath Co., N.C.  
Sons WILLIAM, JOHN, JOSHUA, EDWARD and THOMAS  
STAFFORD.<sup>6</sup>
- 

**WILLIAM STAFFORD III**

- d. 1728; will dated 16 Feb 1728, probated 3 Aug 1728 Currituck, N.C.<sup>7</sup>  
md. JANE<sup>8</sup> or JEAN BROWN<sup>9</sup>

Children:

1. JOHN STAFFORD
  2. EDWARD STAFFORD
  3. WILLIAM STAFFORD
  4. ANN STAFFORD
  5. FRANCES STAFFORD
  6. SAMUEL STAFFORD
  7. MARY STAFFORD
  8. JANE STAFFORD
- 

**WILLIAM STAFFORD IV**

- b. ca 1689 Va.<sup>10</sup>  
md. ELIZABETH --- New Hanover, North Carolina<sup>11</sup>  
d. 1765 N.C.<sup>12</sup> Will dated 31 Aug 1765, probated Oct 1765<sup>13</sup>

1743 Beaufort, S.C. 100 acres granted to WILLIAM STAFFORD.<sup>14</sup>

Children:

1. WILLIAM STAFFORD d. ca 1818 St. Peter's Parish<sup>15</sup>
2. RICHARD STAFFORD
3. SAMUEL STAFFORD
4. MARY MAGDALENE STAFFORD b. 1717 N.C.<sup>16</sup>  
md. JOHN MAY; they had no sons<sup>17</sup>
5. JOHN STAFFORD

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<sup>6</sup>Laban Stafford, His Ancestors & Descendents

<sup>7</sup>North Carolina Historical & Genealogical Register, vol. 1, p. 75.

<sup>8</sup>North Carolina Historical & Genealogical Register, vol. 1, p. 75.

<sup>9</sup>Elizabeth McMillan Ancestor Chart.

<sup>10</sup>Laban Stafford, His Ancestors & Descendents

<sup>11</sup>Laban Stafford, His Ancestors & Descendents; Elizabeth McMillan ancestor chart in Lineage Charts, vol. 2, S.C. Genealogical Society, 1977.

<sup>12</sup>Elizabeth McMillan ancestor chart.

<sup>13</sup>Laban Stafford, His Ancestors & Descendents.

<sup>14</sup>Colonial Records, Bath Town, Carolina, IV/475.

<sup>15</sup>Biographical Directory of the Senate of South Carolina, p. 314.

<sup>16</sup>Jane Correll, descendent; Elizabeth McMillan ancestor chart in "Lineage Charts," vol. 2, S.C. Gene. Society, 1977.

<sup>17</sup>Jane Correll.

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6. ELIZABETH STAFFORD
7. ANN STAFFORD md. --- FORBES<sup>18</sup>
8. PRUDENCE STAFFORD md. --- STONE<sup>19</sup>
9. SETH STAFFORD b. ca 1750  
d. St. Peter's Parish, Beaufort Dist., S.C.  
md. AMANDA MANER; had sons JOHN, JAMES, and LEROY  
STAFFORD<sup>20</sup>

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**WILLIAM STAFFORD V.** Planter, S.C. State Representative, Tax Collector. Moved to  
S.C. 1766.<sup>21</sup>

- d. ca 1818 St. Peter's Parish<sup>22</sup>

Revolutionary War veteran, S.C. Militia.<sup>23</sup>

1790 S.C. Cs.; Beaufort Dist.; William with 4 boys, 2 girls, 13 slaves. Next to SETH  
STAFFORD.

The book Gen. Leroy Augustus Stafford, pp. 17-18, by George M. Graham, states that the  
following were siblings and grandchildren of WILLIAM STAFFORD V. No  
documentation was given and I have not yet been able to confirm or disprove this  
statement. [Mr. Graham is no longer living.]

I have found some interconnections between some of the 10 children named, as  
shown below, and I have been able to confirm much of Mr. Graham's data as to where the  
children lived or whatever:

Mr. Graham's list of grandchildren [with his remarks given in italics and quotes:]

1. STEPHEN STAFFORD "*went to Ga.*"  
Stephen in St. Tammany-Washington Parish area 1811-1820
2. ABRAHAM STAFFORD "*went to Ms.*"
3. **WRIGHT STAFFORD** "*came to La. early 1800's*" [ancestor/o Donna B. Adams]  
b. 1801-2 Tenn.<sup>24</sup>  
Wright in Washington Parish 1830
4. ALSI [ALSIBEADES<sup>25</sup>] STAFFORD  
[A. Stafford b. 1820 La. on 1850 Livingston Parish Cs.]  
md. sister of Matt Kinchen's wife, d. 30 Dec 1862<sup>26</sup>
5. BOAG STAFFORD [[could this have been Boaz?]]
6. MARY STAFFORD "*md. BENNY FOLSOM of Sumter, S.C.*"
7. CLARA STAFFORD "*md. BOB JONES of Providence, S.C.*"
8. ELIJAH STAFFORD

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<sup>18</sup>Laban Stafford, His Ancestors & Descendents.

<sup>19</sup>Laban Stafford, His Ancestors & Descendents.

<sup>20</sup>Laban Stafford, His Ancestors & Descendents.

<sup>21</sup>Biographical Directory of the Senate of S.C., p. 314.

<sup>22</sup>Biographical Directory of the Senate of S.C., p. 314.

<sup>23</sup>Biographical Directory of the Senate of S.C., p. 314.

<sup>24</sup>1860, 1870 Livingston Parish Censuses.

<sup>25</sup>Dr. George Colmer's Journal.

<sup>26</sup>Dr. George Colmer's Journal.

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- b. 1789 S.C.; lived in E. Feliciana Parish 1850, E. Baton Rouge Parish 1860
9. SARAH STAFFORD *"md. a LONG of Wilmington, N.C."*
10. JAMES C. STAFFORD *"of Sumter, S.C., area"*  
*"md. MARINA MATHIS, had son HARTWELL "*  
[A HARTWELL STAFFORD b. 1794 Va. or Tenn.<sup>27</sup> lived in Wilkinson Co., Ms.; bondsman for his marriage was ELIJAH STAFFORD<sup>28</sup>

The list above does not name any of these individuals below, but they are found in connection with Wright Stafford as shown:

**John Stafford** b. 1800-1810, was found with Wright Stafford on 1840 Cs.; also, a descendent said Wright had a brother John Stafford.<sup>29</sup>

**Ethelred Stafford** was in St. Tammany Parish, La., when Wright was in neighboring Washington Parish, and in 1860, Ethelred and Wright both lived in Livingston Parish.

**Euclid S. & Susanna Stafford** sued the estate of HIRAM ADAMS, with WRIGHT STAFFORD as their attorney, in Washington Parish, La., 1844; Hiram Adams was the brother/o Wright Stafford's wife CHARLOTTE ADAMS. Could this name Euclid possibly be a misspelling of Alsi?

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<sup>27</sup>1850 Wilkinson Co., Ms., Census; Gordon Cemetery, Wilkinson Co., Ms.

<sup>28</sup>Wilkinson Co., Ms., Marriage Book D, p. 17.

<sup>29</sup>Fred Stafford, Baton Rouge, La.

State of South Carolina }  
Beaufort District }

I know all  
men by these That I Charles  
Jones of the state and district  
aforesaid Planter, for the love  
good will and affection which  
I have and do bear towards  
my beloved daughter Rutha  
Jones have given and granted  
and by these presents do freely  
give and grant unto my said  
daughter Rutha and to the heirs  
of her body after my death three  
negroes viz. Phibe Katy & Rejiah  
and their increase forever I give  
to my Daughter Mahetabel Jones  
four dollars to her and her heirs  
forever. In witness hereof I have  
hereunto sett my hand & seal  
this ninth day of August One  
Thousand Eight Hundred & five  
signed sealed & Charles Jones  
delivered in pre-  
sence of Seth Stafford  
& John Stafford Junr

St Peter's Parish }  
Beaufort District } Personally appeared  
before me W. H. Lawton one of the Justices  
for sd. Parish, John Stafford Junr who  
being duly sworn sayeth he saw the  
within named Charles Jones sign  
seal & deliver the within instrument  
of writing for the uses within mention-  
ed and that Seth Stafford -

was also a subscribing witness  
with himself, sworn to  
before me this 14<sup>th</sup> Nov<sup>r</sup> 1805  
Wm N<sup>y</sup> Lawton JP

Recorded 16<sup>th</sup> April 1807

South Carolina

Beaufort District

J G Buckner  
Clerk of the Court of C P & S and  
ex officio Register Meane Conveyances  
for said District do hereby Certify  
that the foregoing writing consisting  
of two pages contains a true Copy  
of a certain deed from Charles  
Lones to Rutha Lones & Mahitabel  
Lones, recorded in the Registers  
Office aforesaid, as appears by the  
Book in which the same was regis-  
tered, remaining in my Office.

In testimony whereof  
I have hereunto set my  
hand and affixed my  
Seal of Office at Gillison-  
ville this 3<sup>rd</sup> Dec<sup>r</sup> 1857

J G Buckner  
R M C

Exhibit A

State of South Carolina

Beaumont Justice

Know all mankind these presents, That I Charles Jones  
up the State & District of South Carolina for the love good  
will & affection which I have & do bear towards my beloved  
daughter Rutha Jones, have given & granted & by these  
presents do fully give & grant unto my said daughter  
Rutha & to the heirs of her body after my death three  
negroes viz Phoebe, Katy, & Kiziah and their increase  
forever — I give to my daughter Melitah Jones  
five acres to her and her heirs forever

In witness whereof I have hereunto set  
my hand & seal this ninth day of  
August one thousand eight hundred  
& nine

Eugenia Jones Clerk

Charles Jones

in presence of

Edith Stafford

John Stafford Junr



Mississippi  
Greene County

In the Seneca Court  
16 May Term 1856

Edward Stafford by  
Edward B. Stafford

vs  
Rhoda Stafford  
John W. Stafford

In the Honorable John W. Stafford  
proving facts of said  
Rhoda Stafford  
Chancery Process

Nowably concerning

Shew to your Honor your orator Edward Stafford who is  
an Edict. by his Guardian & next friend Edward B.  
Stafford, that said Charles Jones of Beaufort District  
S.C. Carolina in the month day of August A.D. 1805  
by writing under his hand & seal gave to his daughter Rutha  
Jones, and to the heirs of her body, after his death, three negro  
boys & Charles Ketch (a copy of said instrument  
marked A & a copy of which is attached & prayed to be taken  
as part of this Bill will be duly appear) which instrument  
was duly proved & recorded in the proper Court of Beaufort  
District S.C. that afterwards in the year 1808 the said Rutha  
Jones intermarried with John Stafford who said by him your  
orator his only child, she dying shortly after his birth in 1808  
the said Charles Jones surviving her & she during her life  
never having been in possession of said negroes or either of  
them. That after the death of the said Rutha the mother of your  
orator the said John Stafford, his father married and

Pauline & removed to the State of Mississippi  
where your orator with him. That in or about the year  
Eighteen hundred & twenty Charles Jones, the owner  
of the negroes shown Beaufort District S.C. where he  
had always resided & without having altered the coloration  
of the same. That upon his death your orator the same  
belonged to Charles his next & sole heir of his mother.

2)

Rutha and that Mr William Stafford a kinsman of your orator  
obtained possession of them as such & for your orator  
your orator further shows that John Stafford his Father  
& as his natural Guardian received the said negroes & then in case  
there were in number from the said William Stafford & removed them  
to the County of Greene in the State of Mississippi where he kept  
possession of them until the year 1836 when  
your orator being about to marry, the said John Stafford  
obtained Letters of Guardianship over his person & property as of  
one non compos Mentis as Guardian & under oath returned  
into the Probate Court of Greene County & State aforesaid an  
Inventory of furniture negroes as the property of your orator  
Rutha shows that your orator having consummated his  
marriage the said John Stafford as his Guardian, had the  
same annulled on account of your orator's imbecility of  
mind and therefore the first time began to claim the  
negroes of your orator as his own. Shows to your Honor  
that the said John Stafford died on or about the day of  
185 by his will gave of his estate to his widow Rhoda  
Stafford for life with remainder to one John W. Hudson. That one  
Norman Le Sueur has procured the said Letters of Administration  
& is administering the Estate & claims the same negroes  
& their increase which were in possession of the said Stafford at  
his death as the property of the Estate viz Luke, Bess, Imant,  
Nash, Thomas, Willis, Ellice, Abram, George, Samie, John,  
Jenny, Daisy, Betsy, Hannah, Mary, Sara, Sarah,  
Lila, Rhoda, Margareta, Sabra and Nitty



3

And last is might please your Honor. That the said Annamallie did  
John W. Bullard & Rhoda Stafford combining to defraud your orator  
refuse to deliver the said slaves or any of them to your orator, at times  
pretending that your orator's wife was detained when his marriage was  
annulled, which your orator charges was not the case. at other  
times, pretending, that the said negroes were given by Charles  
Jones to Rutha Jones in her life time & that by his marriage with  
John Stafford he became entitled to them in his own right. whereas  
your orator charges the truth to be, that said Rutha in her life time  
had no present interest whatever in said negroes the said Charles  
Jones, having survived her many years and continued in control  
of them during his life, never having given possession of either of  
them to the said Rutha at other times pretending that the said annu-  
ment from Charles Jones to Rutha his daughter is in law a null & void  
provoid as such whereas your orator charges, that if the same be  
or be it the bequest therein to Rutha of the negroes in your orator  
and that said John Stafford was in the said negroes  
as the property of your orator for his use, and all such actions and  
deeds & pretences are contrary to equity & tend to the injury  
of your orator

To the end therefore, that the said Annamallie did  
Rhoda Stafford & John W. Bullard may severally and jointly  
perfect & distinct answers made upon their respective oaths  
according to best of their knowledge information & belief to all  
the matters & charges aforesaid; and especially that they may  
make according to the best of their knowledge information & belief  
whether the said Charles Jones did not make  
a deed of gift of the negroes, Phoebe, Katy & Joseph to his daughter  
Rutha Jones to take effect after his death? whether the said Rutha  
married John Stafford & when? whether your orator is not her  
only child? & when she died. whether her father Charles Jones  
survived her? & when he died? whether William Stafford  
after the death of the said Charles Jones did not obtain

4

hopeful of the said negroes Phoebe, Katy, Lizzy, & their three men in  
as the property of & for your estate? whether John Stafford did not claim  
or receive them all from the said William Stafford as being the father &  
natural Guardians of your estate, or in what manner or under  
what pretence did he get possession of said negroes? whether the  
said John Stafford bought the said negroes to his property at what  
time? how many they were & what were their names? whether  
in 1836 John Stafford sued out a commission of Seizure against  
your estate, having been declared non compos mentis & obtained  
Guardianship of his person & property & as Guardian returned an  
inventory of furniture negroes as the property of your estate?  
and whether the negroes so returned are not the same  
mentioned in this Bill or which of them or their increase?  
and whether they have not been returned as part of the estate  
of said John Stafford & refused to be delivered to your estate?  
and that the said ~~James M. Lee~~ Rhoda Stafford & her  
may produce the original deed of gift from Charles Jones  
to Rutha Jones if in their possession, may be allowed to deliver said  
negroes to your estate and to account to your estate for the <sup>value</sup> ~~price~~ of  
the same since the death of the said John Stafford & to pay to  
your estate any sums of money which they may have  
received for hire of said negroes & earnings in the lifetime  
of said Stafford & received by them or either of them after his  
death and for such other and further relief as this cause  
may require & the rules of Equity allow. May it please your  
Honor to grant to your estate the writ of Subpoena duces  
to the said James M. Lee Rhoda Stafford & John M. Lee  
commanding them to appear before the Honorable Court next to be  
holden for Grand Jurors at the Court House then in the  
fourth Monday of May 1856 to answer the premises  
& abide such order as the Court shall see fit to make  
and your estate &c.

Thomas White, Comptee  
George Wood, Secy

Memoranda of points = n =

Not an action =

53

Stafford and Stafford

vs

William A. Champion

Filed Oct 13 1960

SS Saw all



Seaffroo } In the Chancery Court of  
for } Harrison County in the  
Champlin et al } State of Mississippi

The following agreement between  
said Seaffroo & Champlin for compromise in  
the above cause and R. D. McCarren  
one of the depts. to be entered of record  
in said cause

It is agreed that no decree  
shall be taken in said cause against  
said McCarren until there is a final  
determination of said cause in favor of  
said Seaffroo.

In case said suit is finally  
decided in favor of said Champlin  
said McCarren hereby agrees & covenants  
that a decree shall be rendered against  
him in the cause for the sum of Thirty Five  
Hundred Dollars - Signed in duplicate  
Seal & Glens

14 Oct. 1861 =

Johns for Compromts  
R. D. McCarren

Witness)

H. H. Brown.

Stafford  
vs  
Champlin et al

Agreement of  
R. B. McCane  
Sept.

Filed at Court  
27 1861  
S. S. Davis  
clerk

Exhibit No 3

Copy of part of letter  
Jackson March 2 1857

Esq Moore Dear Sir

In Stafford v McLeese the case  
having been made in so Carolina its construction  
must be ruled by the laws of that State.  
We find after a very extended examination  
that the Courts there hold all gifts or bequests  
of personal property as vesting an absolute  
Estate in the donee or legatee & if she be an  
unmarried woman they vest absolutely in  
the husband on her marriage. The rule  
is well settled there that when personal  
property is conveyed by language which  
if employed as to realty would create  
an estate tail the donee takes the absolute  
interest. Despite the doubtful character  
of the case we have expensed much labor  
upon them

Very truly Yrs H

J. J. & F. A. R. Wharton

Exhibit No 4

A copy of part of a letter received from  
J. J. & F. A. R. Wharton esp. embracing all that  
said on the subject

The case of Stafford v McLeese it has been  
submitted. The decision will be against us.  
J. J. & F. A. R. Wharton



The State of Mississippi  
Harrison County

In the Circuit Court of Har-  
rison County, in the State  
of Mississippi, To April  
Term A.D. 1861

St. Louis

Exemption et al

Exhibit No. 2344

Blue mark and mark  
of Harrison & June  
13th 1861

Filed April 15th 1861

J. B. Davis

Att. Gen.

1 The State of Mississippi In Chancery Court  
Harrison County 3 Court April Term 1864  
Edward Stafford by his guardian  
a.  
William A. Champlin et al 3

The separate answer of George  
Montgomery of the defendants in the above stated case  
This defendant by protestation not confessing or admitting  
any or all of the matters & things in plaintiffs bill  
but reserving all benefit of just exception thereto  
for answer unto so much of said bill as he is advised  
it is necessary or proper for him to answer.

This defendant admits the execution of the instrument  
as in said bill mentioned, its proof and recitation as in  
said bill stated. From this defendant's answer after the  
execution of said instrument it was duly determined to send  
Charles Jones. He further admits the marriage of said Ruthie  
with said <sup>John</sup> Edward Stafford & that said Edward Stafford  
is the sole issue of that marriage. He further admits the  
death of said Ruthie, that her father survived her and  
that he retained possession of the slaves in said instrument  
mentioned until his death & that this event  
happened somewhere about the year 1820.

Further answering this defendant admits the marriage  
of said John Stafford with said - Prudence - that they came  
to Mississippi & that they took with them the said Edward.

Further answering this defendant admits that said  
Charles Jones died in South Carolina, and that he retained pos-  
session of said slaves till the time of his death and that he was

2.

without having altered or changed the disposition or direction  
of said property as contained in said <sup>instrument</sup> deed. But he most positively  
denies that said Charles Jones retained possession of said property as  
the property of said Edward T. Lifford or the contrary he avers  
that the said Jones by the very terms of said <sup>instrument</sup> ~~deed~~ reserved to  
himself a life Estate in said slaves, and that in this right and  
in no other right or manner he retained possession thereof

And further answering this defendant desires that upon  
the death of the said John the said Edward Stafford became  
entitled to said slaves and their increase or to any of them. On  
the contrary he avers, that upon the execution of said <sup>instrument</sup> ~~deed~~ or  
parent right of property, complete with the right of future enjoy-  
ment to said slaves vested in said Ruth, and that the trans-  
ference over to said the heirs of her body, was by the laws of  
South Carolina void and that upon the death of said Charles  
her rights would have become absolute. That upon her  
marriage with the said John Stafford, he became entitled  
to all her rights in said slaves, and that upon the death of  
the said Charles Jones, the said John became entitled to said  
slaves as of his own sole and absolute right. And if

Further answering this defendant admits that after the death of the said Charles Jones the said John Stuffer took possession of some slaves as in said bill charged, but he denies that he took possession of them "in the name, for the benefit, and upon the right of the said Edward Stuffer as his factor and natural guardian, or for him in any other manner. This the defendant further admits that said John Stuffer removed said slaves to Mississippi where he continued to hold possession of them, but he denies that he removed or retained possession



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of them in behalf of his said son Edward

Further answering this defendant admits the marriage of the said Edward Staffer with the said Winifred Sandgail. Admits the application of the said John Staffer for an inquisition to test the competency of the said Edward - that there was a pretended inquisition for that purpose, that said inquisition returned from a non compos mentis, & that said John Staffer was thereupon appointed his guardian. But this defendant avers that the said pretended inquisition, and the proceedings under & said appointment of guardian are entirely void & void. That no notice of the taking said inquisition was given to said Edward Staffer or any one else, and that the proceedings were gotten up at the instance of said John Staffer and are wholly irregular & void, & that all the proceedings of the said John Staffer in the premises are void, as well more fully appears by the record and proceedings therein well fully appears an exemplification of which is hereto annexed marked (Exhibit No 1) and prayed to be taken as a part of this answer.

Further answering this defendant admits that said John Staffer in his said supposed character as guardian of said <sup>Edward</sup> ~~Edward~~ made report to said Probate Court of said negro property as belonging to said Edward. But he denies that he did so for many years as in said bill charged. He admits that said Staffer made some two or three reports, but avers that they were all made <sup>months</sup> within some twelve or eighteen <sup>months</sup> after said supposed appointment of guardianship. This defendant further avers that said John Staffer some time in October

A copy of said case with the file of the Probate Court and that he believes this is full dis-charge from said case and that no case will be by that Court.

AD 1836 filed a bill in the Superior Court of Chancery of the State of Mississippi in behalf of his son Edward praying for a dissolution of the bonds of matrimony between the said Edward and the said Winifred <sup>Davidson</sup> and also charging in that bill that said Edward was without property as he the said John had been advised that in July AD 1837 by the decree of said Court said marriage was declared void, and in effect that said Edward &uffere was without property, and that said property was rightfully the property of the said John &uffere, as by a transcript of the record of said case will appear and transcript of which is affixed hereto marked exhibit A. I now pray to be taken as a part of this answer. This defendant further avers that upon the rendition of said decree said &uffere was advised by his then counsel that said decree had adjudicated his rights to said property and had established his rights thereto, and that from the time rendition of said decree until his death said &uffere honestly believed said property to be his, and that said decree was final and conclusive as to his rights thereto, and from that time until his death claimed and controlled as his own <sup>to his death</sup>, and that after the rendition of said decree <sup>with this respondent as attorney and believe and on</sup> <sup>charges</sup> <sup>that with to be that said &uffere's paper</sup> <sup>writing answering this defendant claimed that the</sup> ownership of said Edward's land and property was a matter of record. The only way he avers that the only reasons of the property were some agents of said John, and that they were not properly recorded by reason of the informalities and irregularities before stated, and that therefore the protection of some thereof was not notice to any one.



5-

Further answering this defendant avers that said John Stafford was an unlettered and exceedingly ignorant man. But the defendant says that he is not informed as to the extent of his admissions as to his son's ownership of said property, that his information on this subject is very limited. But he avers that some time about the year A.D. 1832 said Stafford claimed said exercised ownership was ~~over~~ property or a portion thereof as his own. This defendant avers that some evil disposed persons residing in the neighborhood of said Stafford, with intent to vex and harass the said John, instigated and procured the marriage between the said Edward & the said Bandynie well knowing that the said Edward was wholly incompetent to enter into such a contract. The said John Stafford being ignorant for the sake of his son, and being thereto advised by some of his neighbors ~~readily~~ applied for said inquiries, and made said reports not knowing the effect which it might have upon his own claim. This defendant is not advised as to what extent the public opinion found the claim of said Edward to said property, nor whether it was ~~advised~~ ~~for him~~ ~~advised~~. He further says that he first became acquainted with said John Stafford about the year A.D. 1846. That after that he had one or two conversations with him about the property, and that in these the said John claimed the property as his own & never intimated that his son had any claim to it. This defendant does not recollect having heard any one else

6 speak of said property as being said Edward's till after said John's death. That after his death and after this defendant was retained as counsel for the said Edward he repeatedly heard it said that the property was or ought to be said Edward's. And this defendant understood these expressions not to be an opinion or opinion upon a matter of his rights, but because the property had come from his mother, it ought to go back to her family and not to that of a stranger. This defendant denies that the statute of limitations have barred said John Stafford from asserting his claims to said property or that he held any such position for his son as to enable the statute to run, and this defendant calls for full proof on this point.

This defendant denies that he had any confidential notice of the claims of said Edward, or any other by full lie report. He avers that till the year AD 1853 he resided more than one hundred miles from said Stafford and only occasionally saw him.

This defendant further denies that said John Stafford continued his guardianship over the property of said Edward till the time of his death, but avers that he ~~continued~~ discontinued it sometime in AD 1837. He admits that said John never obtained any regular discharge from said Probate Court, and avers that by reason of the irregularity of the proceedings before mentioned it was not necessary for him to have done so.

Further answering this defendant admits the execution of the will with the devises therein, as stated in said bill. He admits the appointment of said Wilson as executor of

7  
said will & that it was probated as stated in said bill.  
He further admits his intention as counsel on behalf of said  
Edward, but avers that he was not the leading counsel. Thomas  
White Esq. being that person. This defendant admits  
that they filed a bill, to which a demurrer was <sup>interposed</sup>  
as stated in said bill, but denies that said bill <sup>clear</sup> does  
not present the rights of complainant in a proper light  
on the contrary he avers that all his rights could have  
been, and were considered, under said bill.

He further admits that by the judgment of said  
court said bill was dismissed without prejudice, but he  
most positively avers that said judgment was made after a  
full and lengthy argument of counsel, and that it was  
a full and fair expression of the opinion of the court upon  
the rights of complainant. And this defendant insists  
that the judgment of said court and conclusion against the  
rights of the complainant.

This defendant further admits that said cause was  
carried to the High Court, & that it was submitted for the  
opinion of the court. But this defendant does not know  
how said court were about to decide, having heard con-  
tradictory statements as to its relation thereto, and this  
defendant insists that he is not a party to the same, and  
he calls for proof of the point be material or pertinent.

Further answering this defendant most positively  
denies any and all fraudulent means and machina-  
tions either on his own part or on the part of any  
one else within his knowledge to prevent the rendition  
of a decision affirming the rights of complainant.



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Further answering this defendant admits that while said cause was pending in the High Court a compromise was entered into between the parties. But he most positively denies that this was done in pursuance of any fraudulent combination on his part, or on the part of any other person within his knowledge. On the contrary he most positively avers that ~~such a compromise was not entered into until after he and~~ his associate Mr White had been advised ~~that~~ by the attorney who represented them in the High Court that the decision of that court would be against their client. And he avers that after the receipt of said advice this defendant and White, desirous of their clients cause entered into said compromise in good faith towards their client, solely prompted by an anxious desire to benefit him.

This defendant further answering avers that after his retention as counsel for said complainant, after having received much reputation upon his case, and such remuneration as his limited opportunities would allow this defendant became satisfied that the cause of his client presented several intricate and doubtful questions, and that the claim of his client was involved in much uncertainty. This defendant therefore ~~formed~~ <sup>formed</sup> avers in favor of a compromise upon the following basis to wit: The said Edward Stuffer to take one half of the negro property of which the said John Stuffer died in possession, and one half of the money earned by them since his death. This defendant avers that he was induced to favor such a compromise <sup>not only</sup> because he

9 he believed the cause of his client was a doubtful one, but because having submitted the facts of this case to some of his legal friends ~~in~~ whose judgment he placed great reliance he was advised by them to pursue such a course, and defendant particularly refers to the Hon. Turner Reavis of Alabama, to whom this defendant submitted as he believes a fair statement of the facts, and who advised this defendant to compromise if possible, for the ~~reason~~ of on the ground that the claim of the said Edward was a doubtful one and the probabilities against him. This defendant further avers that he had several interviews with Mr. White and the said Edward B. Stapp and agreed with them to compromise. That Mr. White refused his agent ~~which, according to a promise that he thought that the~~ claim of his client was good and that he could not consent to yield any of his rights, but that the said Edward B. seemed disposed to follow the advice of the said White. That the last conversation in reference to this matter took place at the time of the rendition of the decree in the case below as before stated, and from that time forth this defendant had ceased to speak of compromising. That this defendant until that time, and until the reception of the advice hereafter mentioned, has never advertised, nor would he have been willing to accept of terms less favorable to his client than those before stated.

Further answering this defendant avers that

10

that said cause was taken to the High Court the inter-  
est of their client was submitted to the management & control  
of Thomas J Wharton Esq. in whose opinions this defend-  
ant reposed much confidence, and he further avers that  
some time in March after said cause had been taken  
to said Court he received a letter from him in which  
he states in substance that upon a thorough examina-  
tion of the South Carolina cases he was of opinion  
that the law was against us a true copy of so much  
of said letter as refers to this subject is appended to  
hereto marked exhibit No 3 & prayed to be taken as  
a part of this answer. And defendant further avers  
that some time in the same month he received from  
the said Wharton <sup>another</sup> letter in which he states in reference to said  
case "The case has been submitted the decision  
be against us" a true copy of so much of said letter  
as refers to said subject is appended hereto marked  
exhibit No 4 and prayed to be taken as a part of this an-  
swer. This defendant avers that after the reception of these  
letters he utterly despaired of success for his client. That some  
month or two after he met Mr Champlin one of the counsel  
on the opposite side. That in conversation they alluded  
to this case, and this defendant asked if he was still  
willing to compromise. Mr Champlin replied that he  
would not give terms as favorable as he once would.  
That he felt confident of gaining the case, and that he  
knew that such was Mr Wharton's opinion, but that inasmuch  
as they had the right to suffer under the will, and for the purpose  
of having the matter sooner settled, he would advise the giving of



11 Something - that he would confer with his associate and let the de-  
fendants know the result. This defendant avers that he eagerly  
renewed upon the hope of getting something in a case which he  
had given up as lost. He further avers that soon afterwards  
he saw Mr Champlin again, who informed him that upon con-  
sultation he and Mr Henderson were willing to compromise  
the whole matter by giving five or six negroes of a fair average  
value. This defendant further avers that he told Mr Cham-  
plin that he was not authorized to compromise but that  
he would <sup>confer with</sup> Mr White & the said Edward B. Stafford  
& would give him their answer at Salem on the 4<sup>th</sup> July  
~~where~~ both Mr Champlin & this defendant had an en-  
gagement to deliver public addresses. This defendant avers  
that he had an interview with Mr White, and informed him  
of the proposition and asked his discretion. Mr White re-  
plied "make that or any compromise you can, I am  
what Mr White Wharton says we cannot recover. My  
opinion had been different, but he has better opportunities  
than I have for examination, and I presume he  
is correct." This defendant avers that he had an in-  
terview with the said Edward B. that he fairly and fully  
submitted to him the whole matter & asked his discretion. That  
said Stafford directed this defendant to make the compro-  
mise if it was thought best. This defendant further avers  
that he had an interview with the said Champlin and  
the said Mr Lewis, and that they agreed upon the follow-  
ing terms to wit: Five negroes of a fair average quality were  
to be set apart for the complainant Edward, an equal  
part of an average quality was to be set apart  
to defendants and raise

12 White as attorney fees, five hundred dollars in cash was appropriated to pay other fees, expenses & costs, and was to be executed between the parties, and the compromise was to embrace every claim between the parties, and the parties were to meet on the Wednesday following at the late residence of the said John Steffens to carry the compromise into effect. This defendant avers that he immediately informed the said Edward B of the terms given upon, and the time & place of meeting and urged his presence, that before the day arrived said Edward B visited and consulted with Mr White and of it on the morning of the final arrangement he met this defendant at the place before mentioned. That said Edward B expressed himself highly gratified at the compromise, and requested this defendant to go on, settle the matter and select the negroes, adding that ~~it was his opinion~~ <sup>also</sup> that of Mr White that this defendant had better <sup>do</sup> that, and that he and said Edward B had better say but little as he and said McLeve were not on good terms. That this injured this defendant none for none & the writings were drawn & executed, and the negroes selected. This defendant avers that during all this time the said Edward B was <sup>knowing to & taking</sup> ~~personally present and~~ <sup>part</sup> in every thing as it was done, that said Edward B and this defendant during the progress of the business frequently stepped aside for consultation - that some negroes which this defendant would have selected said Edward B objected to and his objection always prevailed, and this defendant most positively avers that not one act was by him done

13 ing the progress of this business, unless the said Edward <sup>acted</sup> directed, or immediately after, and while the parties were yet not bound by it, appeared there. He further avers that when the negroes were selected for said Edward B. & before the writings were signed the said Edward appeared to be perfectly satisfied with the selection and proposed him to the defendant.

This defendant further <sup>ing</sup> positively denies that he or any one else within his knowledge "fraudulently coerced or wheedled said Edward B. into the belief that the said idiot had no title or right to said property or in said bill charges. On the contrary this defendant positively avers that the advice given said Edward B. by this defendant & Mr. White, was their deliberate judgment after much reflection, after conference with able lawyers after the judgment of the Circuit Court pronounced upon a full argument of the case, and after the decided expression of opinion by Mr. Wharton that "the decision would be against us." That the advice was honestly given, and in good faith prompted alone by an anxious desire to benefit our client.

This defendant further avers, that had they believed their client could have recovered the advice would have been greatly against ~~his~~ the interests of Mr. White & this defendant. That had they succeeded in the case they would have been entitled to much larger fees than they received.

Further answering this defendant admits

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County and the affirmance thereof as  
conclusive of the rights of the parties  
and he claims the same benefit as if he  
have formally pleads the same


And this respondent further insists  
that the compromise ~~not~~ <sup>set forth</sup> in said  
bill of complaint is final & conclusive  
as to the rights of the parties & he claims  
the same benefit as if he have formally  
pleads the same

And having fully answered this  
respondent prays hence to be dismissed  
with his reasonable costs

Wm H. Hall

Before me personally appeared George Wood  
who being sworn on oath says that the facts  
set forth in the foregoing answer as far as  
the same are within his own knowledge are  
true and as far as he has them from the  
information of others he believes them to be  
true

I sworn to & subscribed before me this the  
15<sup>th</sup> day of April A.D. 1861

Wm H. Hancock   
Judge



E. Stafford to

Champion & Co

Answer of Dec 1860  
filed April 15<sup>th</sup> 1861

Filed April 15<sup>th</sup> 1861  
S. L. Davis  
Clerk

1860



The State of Mississippi,  
Harrison County }

Chancery Court of said County  
Sitting at Mississippi City

Edward Stafford by E B Stafford Guardian & next friend

vs.

M A Champlin Et al

To George Wood (an) Thomas

White:

You will please take notice that the Complainants have this day filed in the office of the Clerk of the Chancery Court of Harrison County, State of Mississippi Original Interrogatories to be propounded to George Wood Thomas White, Joseph Breland, Daniel McInnis, Henry Cochran, Malcolm Black, James Moor, Samuel Herring, Peter Fairly and John Garraway, of which the annexed is a true copy; and that after the expiration of twenty days from the date hereof the testimony of the above named witnesses will be taken upon the annexed interrogatories by a Commission in Chancery or some Justice of the Peace; and in the mean time you may file Cross interrogatories if you think proper.

Seal and Glenn

Solicitors for Complaint

To the Sheriff of Greene County to Execute and return

W. Davis  
all

The State of Mississippi,  
Harrison County

I S. L. Davis Clerk  
of the Chancery Court of said County hereby  
Certify that the annexed Notice and Interrog-  
atories are true and correct copies of the orig-  
inals filed in my office on the 5<sup>th</sup> day  
of September A.D. 1861

In witness my hand and seal of  
said Court this 7<sup>th</sup> day of September  
A.D. 1861 J. S. Davis  
Clerk.

The State of Mississippi } Chancery Court  
Harrison County } October Term 1860

Stafford by  
His friend

W. A. Champlin et al

In this cause it is agreed  
that the following parties viz W. A. Champlin  
George Wood Thomas White Norman McLeve  
Walter Benny William Greffin John W. McLeve & R. B. McLeve  
shall have until the 1st of April Term 1861 to  
file their answers to the bill filed in this cause.

Bill filed in this cause. The said parties  
agreeing to file their answers on the  
merits on the first day of said Term  
Oct 10 1860

Seal & Glenn  
Sols of Court  
W. A. Champlin  
for himself

George Wood for himself White  
McLeve McLeve Benny  
& Greffin & R. B. McLeve  
& McLeve

Chauncy Gust Harrison Co  
To Oct Term 1864

Stafford by Stafford

To Police & Interrogation

Champlin Et al.

Filed Sept 5th 1864

J. D. Davis  
Clerk

A word & white.

Received Sept 2nd 1864

Received Sept 2nd 1864



The State of Mississippi }  
Harrison County }

Chancery Court of Harrison  
County To Oct. Term, A.D. 1861,  
To Ransom McLean:

You will please take notice  
that the Complainants have this day filed in the  
office of the Clerk of the Chancery Court of Harrison  
County Original Interrogatories to be propounded to  
George Wood, Thomas White, Joseph Breland Daniel  
McInnis Henry Cochran Malcom Black, James  
Moore Samuel Herring Peter Farley and John  
Gurroway of which the Annexed is a true copy;  
and that after the expiration of twenty days  
from the date hereof, the testimony of the above  
named witnesses will be taken upon the Annexed  
Interrogatories by a Commission in Chancery of  
some Justice of the Peace; and in the mean  
time you may file Cross Interrogatories if you  
think proper.

Seal & Glenn  
Sols for Compt.

Sept 5<sup>th</sup> 1861

To the Sheriff of Greene County  
to ~~Execute~~ execute and return:

L. L. Davis, clk.

Stafford by Stafford } Chancery Court of  
vs } Harrison County, Miss  
W A Champlin, Etals } City, Lo Oct Term 1864

Interrogatories to be propounded to George Wood, Thomas White, Joseph Breiland and Daniel McDune for the Complainants in the above stated Cause the answers to which when taken will be read as evidence on behalf of said Complainants.

Interrogatory 1<sup>st</sup>: Were you or not solicitors in a cause entitled Stafford now known by Stafford Guard vs - McLeod Stafford and Breiland? If so please state briefly the objects and purposes of said suit, in what Court and County its progress and termination.

Interrogatory 2<sup>nd</sup>: Was or not said suit compromised? If so please state fully and particularly all about it, reserving of course all you may know under the seal of professional confidence.

Interrogatory 3<sup>rd</sup>: If a compromise was made was or not the subject matter of litigation divided among the attorneys and parties to said litigation. If so how and what manner? please answer fully.

Interrogatory 4<sup>th</sup>: Were or were not certain negro slaves then divided out? If yes how and to whom? please state the names and values of said negroes at that time, the annual values of their hires from that time until the present, and their increase since as far as known to you.

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Interrogatory 5<sup>th</sup> If you answer that such a compromise was made please state whether or not it was agreed among the parties at the time that the supposed compromise should put an end forever to all litigation touching the Stafford<sup>negroes</sup> and that no suit should ever thereafter be brought touching the same by the parties thereto, or what agreement if any was made by the parties?

Interrogatory 6<sup>th</sup> If any such compromise was made please state whether or not it was reduced to writing and if yea what has become of the same

Interrogatory 7<sup>th</sup> If any such compromise was made please state whether or not the said Stafford Guardian was or was not sworn in some way never to disturb the same? if yea, how, by whom and in what manner was the same done?

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Interrogatories to be propounded to Henry Achrai and Malcom Black of Greene County Miss and James Moore of Jackson County, Samuel Heming Peter Fairly and John Barroway of Perry County Miss, the answers to which when taken will be read as evidence on the part of complainants in the above stated cause.

Interrogatory 1<sup>st</sup> Do you know the parties to this suit?

Interrogatory 2<sup>nd</sup> Do you or not know whether or not the said Stafford Guardian of the idiot Stafford went to South Carolina for the negroes now in suit? If yea when did he go and what did he bring back with him?

Interrogatory 3<sup>rd</sup>,

4

If said Stafford did go to South Carolina did he carry said Idiot with him?

Interrogatory 4<sup>th</sup>,

If you answer that said Stafford brought certain slaves with him, please state number ages and value then, and increase since as far as you know.

Interrogatory 5<sup>th</sup>,

If you answer that said Stafford brought back certain negroes please state whose property if any ones he stated them to be? and up to what time? Please state fully all you may know on this subject; and please state whether or not until about 1<sup>st</sup> Jan 1837 or some other time he did not proclaim them to be the property of said Idiot Stafford or whose?

Interrogatories to be propounded to all the foregoing named witnesses, the answers to which when taken will be read as evidence on behalf of complainants in said Cause.

Interrogatory 1<sup>st</sup>

Do you or not know whether for man McLeod was or was not present or a member of the Jury of Inquisition which sat upon the case of the Idiot Stafford in 1836?

Interrogatory 2<sup>nd</sup>:

Do you or not know whether said McLeod knew that the slaves in controversy were the property of the said Idiot Stafford or in his possession?



5.

Interrogatory 3rd

Answer the same questions as to W. A. Champlin, John W Breland, George White Thomas Wood William Griffin Walter Denny Alexander McSendon and Ransom McLeann; also whether said parties did or not take into their several possession certain of the negroes known as the Idiot Stafford negroes; If so which and how many each & at what time and also whether or not said parties knew said negroes belonged to said Idiot Stafford at the time Each may have got possession of the same

Interrogatory 4th

Were or were not said negroes recognized and generally reputed or understood to be the property of said Idiot Stafford and in his possession? If yes, when where and for what length of time?

Glen Seal

Sold for Compliments

The State of Mississippi }  
Harrison County ~ }

I, L. D. Davis, Clerk of  
the Chancery Court of said County, do hereby cer-  
tify that the foregoing are true and correct copies  
of the original Notice and Interrogatories filed in  
my office on the 5<sup>th</sup> day of September 1884 in the  
Cause of Stafford by Stafford v Champlin &als,  
Witness my hand and the seal of  
said Court this 7<sup>th</sup> September 1884  
L. D. Davis, Clerk.

Chancery Court Harrison

Sept Term 1884

Stafford by Stafford

vs  
Notice & Interrogatories

Champlin &als.

Filed Sept 8<sup>th</sup> 1884  
L. D. Davis  
Clerk

McLean

The State of Mississippi,  
Harrison County - }

Chancery Court of Harrison  
County To Oct Term AD  
1861 -

To William A. Lehamphre Esq:

You will please take

notice that the complainants have this day filed  
in the office of the Clerk of the Chancery Court  
of Harrison County, original interrogatories  
to be propounded to George Wood Thomas  
White, Joseph Breeland, David McGinnis  
Henry Cochran, Malcom Black, James  
Moore, Samuel Herring, Peter Fairley and  
John Harrowan, of which the annexed is  
a true copy; and that after the expiration of  
twenty days from the date hereof the testi-  
mony of the above named witnesses will be ta-  
ken upon the annexed interrogatories by a  
Commission in Chancery or some justice of the  
peace; and in the mean time you may file  
cross interrogatories if you think proper.

Deals and Glenn

Sold for complainants

Sept 5<sup>th</sup> 1861

To the Sheriff of Harrison County to  
Execute and return

L. L. Davis, att.

2

Stafford by Stafford vs Champlin Ex. ad. Chancery Court of Harrison County, State of Mississippi  
Oct. Term, A.D. 1864.  
Interrogatories to be propounded to George Wood, Thomas White, Joseph Breeland and Daniel McGinnis, witnesses for the complainants in the above stated cause the answers to which when taken will be read as evidence on behalf of said complainants.

1st Interrogatory:

Were you or not solicitors in a cause entitled Stafford now composed by Stafford Guardian of McLeod, Stafford and Breeland? If so please state briefly the objects and purposes of said suit, in what court and county - its progress and termination.

2nd Interrogatory:

Was or not said suit compromised? if so please state fully and particularly all about it, reserving of course all you may know under the seal of professional confidence.

3rd Interrogatory: If a compromise was made, was or not the subject matter of litigation divided among the attorneys and parties to said suit? If so how and in what manner? Please answer fully.

4th Interrogatory: Were or were not certain negroes divided out at that time? If yes, how and to whom? Please state the names and value of said negroes at that time, the annual value of their hires since and their increase as far as now known.



5<sup>th</sup> Interrogatory.

If you answer that such a compromise was made please state whether or not it was agreed among the parties at the time that the supposed compromise should put an end and forever to all litigation touching the Stafford negroes and that no suits should ever hereafter be brought touching the same by the parties thereto, or what agreement if any was made by the parties thereto?

6<sup>th</sup> Interrogatory

If any such compromise was made please state whether or not it was reduced to writing, & if yes what has become of the same?

7<sup>th</sup> Interrogatory:

If any such compromise was made please state whether or not the said Stafford Guardian was or was not sworn in some way never to disturb the same? If yes? how, by whom, and in what manner was the same done?

Wm

Wm

Wm

4

Interrogatories to be propounded to Henry Cochran and Malcom Black of Green County, Miss. James Moor of Jackson County, Miss. & Samuel Herring Peter Farley and John Garway of Perry County, Miss. the answers to which when taken will be read as Evidence in behalf of the Complainants in the above stated Cause

1<sup>st</sup> Interrogatory:

Do you know the parties to this Suit?

2<sup>nd</sup> Interrogatory

Do you or not know whether or not the said Stafford, Guardian of the said Edick Stafford went to South Carolina for the negroes now in suit? If yes, when did he go, and when did he bring back with him?

3<sup>rd</sup> Interrogatory: If said Stafford did go to South Carolina did he carry said Edick with him?

Interrogatory 4<sup>th</sup>: If your answer that said Stafford brought certain slaves with him, please state number, ages and value then & increase since as far as you know.

Interrogatory 5<sup>th</sup>: If you answer that said Stafford brought back certain negroes please state whose property if any one he stated them to be & up to what time? Please state fully all you may know on this subject, and please state whether or not until about the year 1834 or some other time he did not proclaim them to be the property of said Edick Stafford, or whose?

5

Interrogatories to be propounded to all the foregoing named witnesses, the answers to which when taken will be read as Evidence on behalf of complainant, in said Cause

Interrogatory 1<sup>st</sup>: Do you or not know whether Norman McLeod knew was or was not present or a member of the Jury of Inquisition which sat upon the case of the Idiot Stafford in 1836

Interrogatory 2<sup>nd</sup>: Do you or not know whether said McLeod knew that the slaves then in controversy were then in possession of said Idiot Stafford?

Interrogatory 3<sup>rd</sup>: Answer the same questions as to W A Champlin, John W. Breeland, George Wood, Thomas White, William Griffin, Walter Henry Chapman & John P. McLean; also whether said parties did or not take into their several possession certain of the negroes known as the Idiot Stafford negroes? If so which and how many each and at what time, also whether or not said parties knew said negroes belonged to said Idiot Stafford at the time each may have got possession of the same

Interrogatory 4<sup>th</sup>: Were or not said negroes generally recognized & reputed or understood to be the property of said Idiot Stafford and in his possession? If yes, where, when, and for what length of time?

Glenn Seal  
Sold for Compt.

The State of Mississippi  
Harrison County

I, S. L. Davis, Clerk of  
the Chancery Court of said County do hereby  
certify that the Annexed Notice and Interrogato-  
ries are true and correct copies of the originals  
filed in my office Sept 5<sup>th</sup> 1861

Witness my hand and the Seal of  
said Court this 7<sup>th</sup> day of Sept  
A.D. 1861

S. L. Davis  
Clerk.

Chancery Court of Harrison  
County, Miss. Oct 2<sup>nd</sup> 1861

Stafford by Stafford

Office & Interrogatories

W. A. Champion & Co.

Filed Sept 5<sup>th</sup> 1861

S. L. Davis  
Clerk

Received the within notice & annexed interrogatories in my office on the 9<sup>th</sup> day of September A.D. 1861 and returned the same duly executed by delivering to the within named W. A. Champion a true copy of the same this 10<sup>th</sup> day of Sept. A.D. 1861.

C. S. Duane

By W. W. Brown  
Deputy



Edward, Stafford by

Edward B. Stafford Guardian & next friend

vs

William A. Champlin & al

In the Chancery Court of  
Harrison County Miss

October Term 1861

Interrogatories to be propounded to William Crawley a citizen of  
Mobile County Alabama, the answers to which when  
taken will be read as evidence on behalf of said  
complainants in the above stated cause

Part 1

Are you acquainted with the parties to this suit,  
if yes how long and when have you known them

Part 2

Did you or not accompany said Edward B. Stafford  
to South Carolina; if yes when and for what  
purpose, please state particularly all that occurred  
on said journey if any such there was and all  
that said Stafford may have said to you  
concerning any negroes belonging to said John

Edward Stafford

Edison & Seal

Sol for Comp

at of Stafford  
Oct 1861

Stafford

Wm & Inting

Amplin, Et al

Sept 6th 1861

J. Davis

brum

1861

my office  
1861

Rec'd in my office Sept 6<sup>th</sup> 1861 and duly  
executed same on the 19<sup>th</sup> day of Sept 1861  
in obedience to the commands therein set  
forth by personally delivering to Mr.  
W<sup>m</sup> Caskell a lady over 16 years of  
age who resides at the residence of Walter  
Denny and is one of the family (there  
being no other white person found  
at the residence of W Denny and  
executed the same by delivering to  
the wife of ~~Walter Denny~~ William Griffin  
a true copy, and at same time explaining  
to her the meaning of the same

A. G. Ramsay  
Att. Gen.

The State of Mississippi  
Harrison County  
Chancery Court of Harrison  
County To October Term 1861  
To William Giffen and Walter Brumby:

You will  
please take notice that the complainants have  
this day filed in the clerk's office of the  
clerk of the chancery court of Harrison county  
Mississippi original interrogatories to be propoun-  
ded to William Crawley of which the annexed is  
a true copy and that after the expiration of  
twenty days from the date hereof the compl-  
ainant will send out a commission directed to  
the Mayor of the City of Mobile State of  
Alabama to take the deposition of the  
witness above named upon the annexed  
interrogatories in the mean time you can  
file cross interrogatories if you think proper  
Seal & Return

September 5<sup>th</sup> 1861

Sub for compl<sup>ts</sup>

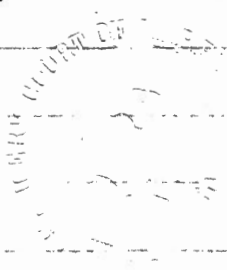
To the Sheriff of Jackson County to  
execute & Return

L. D. Davis, clk.

The State of Mississippi }  
Harrison County }

J. L. L. Davis Clerk  
of the Chancery Court of said County do hereby  
Certify that the annexed interrogatories and notices  
are true copies of the originals filed in my  
office Sept 5<sup>th</sup> 1861

Witness my hand and the seal of  
said Court this 4<sup>th</sup> day of Sept-1861  
J. L. L. Davis  
Clerk



Chancery Court of Harrison  
County, Miss.  
22 Oct term 1861

Stafford by Stafford

Dr. J. L. L. Davis & Son

W. A. Champaign & Co

Filed Sept 5<sup>th</sup> 1861

J. L. L. Davis

English & Son

Sept 10 1861

Recd in my office  
Sept 10 1861



The State of Mississippi }  
Harrison County }

Stafford by Stafford

W A Champlin Et als

Chancery Court of Harrison

County To October Term, 1861

To William A. Champlin, Esq.

You will please take  
notice that the complainants have this day  
filed in the office of the Clerk of the Chancery Court of  
Harrison County Mississippi original interrogatories  
as to be propounded to William A. Champlin, of which  
the annexed is a true copy; and that after  
the expiration of twenty days from the date  
hereof the complainants will send out a  
commission directed to the Mayor of the  
City of Mobile State of Alabama to take  
the deposition of the witness above named  
upon the annexed interrogatories; in the mean  
time you can file cross interrogatories  
if you think proper

Seal and Return

Sept 5th 1861

Sol for comp

To the Sheriff of Harrison County to

execute and return

L. L. Davis  
clk.

Edward Stafford: by

Edward B. Stafford Gardiner & next friend

vs

W. A. Schampelin et al

In the Deering Court of

Harrison County Miss

October Term 1881

Interrogatories to be propounded to William Lawley citizen  
of Mobile County Alabama the answers to which  
when taken will be read as evidence on behalf  
of said complainants in the above stated cause

Part 1st

Are you acquainted with the parties to this suit  
if yes how long & when have you known them

Part 2nd

Did you or not accompany said Edward B  
Stafford to South Carolina? if yes when and for  
what purpose please state particularly all that  
occured on said journey if any such there  
was, and all that said Stafford may have  
said to you concerning any negroes belonging  
to said said Edward Stafford

Glen and Real  
Got for Camp

The State of Mississippi  
Harrison County

I, S. S. Davis, Clerk of the Chancery  
Court of said County do hereby certify that the annexed  
Notice and Interrogatories are true copies of the originals  
filed in my office on the 5<sup>th</sup> day of September 1861

Witness my hand and seal <sup>of said Court</sup> this 7<sup>th</sup> day  
of September A.D. 1861

S. S. Davis  
Clerk

Chancery Court of the County  
of Harrison  
Mississippi  
Sept 1861

Clifford by Stafford

vs. Notice & Interrogatories

Ch. C. Chancery

Filed Sept 8<sup>th</sup> 1861

S. S. Davis  
Clerk

Received the within Notice and  
annexed interrogatories in my  
office on the 7<sup>th</sup> day of September  
1861, and returned the  
same duly executed by delivery  
to the said M. A. Chapman a  
true copy of the same this  
10<sup>th</sup> day of September 1861  
S. S. Davis, Clerk  
By W. H. Brown,  
Deputy

The State of Mississippi }  
Harrison County }

Chancery Court of Harrison

Term to October Term of 1860

To Ransom McLean:

You will please take notice that  
the complainants have this day filed in the office  
of the clerk of the chancery court of Harrison  
County Mississippi original interrogatories to  
be propounded to William Crawley of which  
the annexed is a true copy and that after  
the expiration of twenty days after the date  
hereof the complainant will sue out a  
commission directed to the Mayor of the  
city of Mobile State of Alabama to take the  
deposition of the above named upon the  
annexed interrogatories in the mean time you  
can file cross interrogatories if you think proper  
Yours and Ours

Sept 5<sup>th</sup> 1861

Bel for Copy

To the Sheriff of Green County to

Return and return

L. S. Davis





The State of Mississippi  
Harrison County

I, S. S. Davis,  
Clerk of the Chancery Court of said County,  
hereby Certify that the annexed Notice and  
Interrogatories are true copies of the Original filed  
in my office on the 5th day of September 1861

Witness my hand & seal this 5th day  
of September 1861

S. S. Davis Clk.

Chancery Court of Harrison  
To Oct Term 1861

Stafford by Stafford

vs. Notice & Interrogatory

W. A. Champion

Filed Sept 5th 1861

Attest

Received by the Clerk of the  
Chancery Court of Harrison County  
Mississippi

Filed

The State of Mississippi }  
Harrison County. }

Chancery Court of Harrison  
County, To October Term 1861.

To William ~~A. Lehigh~~ Griffin and Walter

Denny:

You will please take notice  
that the complainants have this day filed in  
the office of the Chancery Court of Harrison  
County, Mississippi original interrogatories to  
be propounded to William Crawley of which the  
annexed is a true copy; and that after the  
expiration of twenty days from the date  
hereof, the Complainant will sue out a com-  
mission directed to the Mayor of the City  
of Mobile, State of Alabama, to take the  
deposition of the witness above named upon  
the annexed interrogatories; In the mean-  
time you can file cross-interrogatories if you  
think proper.

Seal and Glenn

Sept 5<sup>th</sup> 1861

Solicitors for Complainants

To the Sheriff of Harrison County to  
Execute and return

J. S. Davis, clk.

Edward Stafford Jr

Edward B. Stafford, Exrelia & next friend

vs

W. H. Scharsfelin et al

In the Chancery Court of

Winnipeg County, Miss.

October Term, 1861.

Interrogatories to be propounded to William Scharsfelin a citizen  
of Mobile County, Alabama the answers to which  
when taken will be read as evidence for  
behalf of said complainants in the above  
stated cause

Inter-1st

Are you acquainted with the parties to this  
suit? if yes, how long & when have you known  
them?

Inter-2

Did you or not accompany said Edward B  
Stafford to South Carolina? if yes, when and for  
what purpose, please state particularly all that  
occured on said journey, if any such there  
was, and all that said Stafford may have  
said to you concerning any negroes belonging  
to said John Edward Stafford.

Edmund and official  
Sol<sup>r</sup> for Capt



Chancery Court New Orleans Co.  
Miss D. J. Oct Term 1861

2

Stafford by Stafford

V. Notice & Intervenor

W.A. Champlin & Co

Filed Sept 16 1861

In witness whereof S. J. Davis

CLK

Griffin & Penny

Rec'd in my office  
Sept 16 1861

Rec'd in my office Sept 16 1861 and duly  
executed the same on the 19 day of Sept 1861  
in obedience to the commands therein  
set forth by personally delivering to Mrs  
McCaskill a lady over 16 years of age  
who resides at the residence of Walter Denny and  
is one of the family <sup>a true copy of this notice & interrogatory</sup> and also delivering to the  
wife of William Griffin & by a true copy  
of same and at same time explaining the  
meaning of same.

A. J. Ramsey  
Sept 16 1861

CLK

S. J. Davis

Chancery Court of parish of Orleans do hereby certify  
that the annexed notices and interrogatories are  
a true and correct copy of the originals filed  
in my office on the 19th day of September 1861  
(Witness my hand and the seal of said  
Court this 16th day of September 1861.

The State of Mississippi }  
Attorney General

The State of Mississippi }  
Harrison County }

Chancery Court of Harrison  
County To Oct Term 1861

To John McBrelaud, Norman McLeod or Rich<sup>d</sup>  
Evans their Solicitor and Attorney;

You will please take notice that  
the complainants have this day filed in the office  
of the Chancery Court of said County original  
Interrogatories to be propounded to William  
Crawley of which the annexed is a true  
copy; and that after the expiration of twen=  
ty days from the date hereof the complainant  
will sue out a Commission directed to the  
Mayor of the City of Mobile State of Al=  
abama to take the deposition of the wit=  
ness above named upon the annexed in=  
terrogatories. In the mean time you can  
file cross-interrogatories if you think proper

Seal & Glenn

September 5<sup>th</sup> 1861

Sol<sup>d</sup> for Compl<sup>t</sup>

To the Sheriff of Lowndes County  
To Execute and Return

J. S. Davis  
atk.

Edward Stafford by Edward  
B Stafford his Guardian & next friend

vs

William A. Champlin Etal

In the Chancery Court of  
Harrison County, State of Mississippi  
In October Term A.D. 1865

Interrogatories to be propounded to William Crowley  
a Citizen of Mobile County, Alabama, the  
answers to which when taken will be read  
in Evidence in behalf of said Complainant  
in the above stated cause

Interrogatory 1st:

Are you acquainted with the  
parties to this suit? If you how long &  
when have you known them?

Interrogatory 2nd:

Did you or not accompany  
said Edward B Stafford to South Carolina?  
if yes when and for what purpose? Please  
state particularly all that occurred on said  
journey if any such there was and all that  
said Stafford may have said to you concern-  
ing any negroes belonging to said Edw  
Edward Stafford.

Glean & Seal

Sol<sup>r</sup> for Compl<sup>t</sup>s.

The State of Mississippi  
Harrison County

J. L. Davis clerk  
of the Chancery Court of Harrison County do hereby  
Certify that the annexed Notice and Interrogatories  
are true Copies of the originals filed in my  
office Sept 5<sup>th</sup> 1861

Witness my hand and the Seal of  
said Court this 7<sup>th</sup> day of Sept 1861  
J. L. Davis

Chancery Court of Harrison  
County  
do Certify that the above

Notice by J. L. Davis

vs.  
Notice & Interrogatory

W. A. Chapman Et al

Filed Sept 5<sup>th</sup> 1861

Notary in Court

Record and Records

are in the hands of  
the Clerk of the Court

Sept 18<sup>th</sup> 1861

W. L. G. G. G.

W. L. G. G. G.



The State of Mississippi Grand Court in Chancery  
Harrison County

The Answer of Norman M. Leod, <sup>John M. Breeland and Wm A. Champlin</sup> to the bill of complaint of Edward Stafford  
by his next friend & guardian Edward B. Stafford, against M<sup>r</sup>. Champlin  
and others. This defendant answering all benefit of exception &c,  
in answer to the said bill says; that as to the alleged gift of the slave Phoebe, Katy,  
& Elizabeth by Charles Lewis of Beaufort District, South Carolina, to his daughter Rutha  
Lewis, this defendant is not informed otherwise than by the bill of complaint  
and hearsay and he must leave the ~~complainant~~ complainant to his proof and must  
submit to the court the nature, force and operation of such gift as the complai-  
nants may prove. Defendant is also informed only by hearsay that Rutha  
Lewis married John Stafford, and that complainant was born of the marriage  
and that said Rutha shortly afterwards died; and that Charles Lewis retained  
possession of the slaves till the year 1820 and that in said year he died,  
Defendant on information admits the marriage of John Stafford with one  
Breeland and his removal to Mississippi and his taking complainant with  
him as alleged; as to the allegation that said Charles Lewis held the said slaves  
from the death of Rutha to the year 1820 as the property of her only son, to-wit; complain-  
ant, defendant is advised that the marital right of John Stafford intervened  
to prevent such holding and hence defendant says that the allegation is not  
true. If the time, that said John Stafford obtained possession of said negroes,  
and in what manner and whether as father and natural guardian  
of complainant, this defendant cannot answer for the want of sufficient  
information. As to complainant's alleged marriage with one William  
defendant on information admits it to be true; as to the alleged fears of  
John Stafford of the loss of the property in consequence thereof as alleged, defendant  
is not informed and cannot answer; As to the proceedings of the said  
John in the Probate Court for an inquiry of legitimacy as to complainant and the  
alleged decree therein, defendant says, that said proceedings being of

record, he prays for proof by the same. The alleged appointment of said John as guardian of complainant, his alleged returns as such guardian & other acts being matters of record, the defendant prays may be proved by the record. In connection with this part of defendant's answer, defendant says on information which he believes to be true that some proceeding was had in the Supreme Court of Chancery of Mississippi at Jackson in the year 1837 whereby the said manager of complainant was vacated and wherein the said John asserted his marital right to the claims mentioned in the alleged gift of said John to his daughter Martha, and wherein the court by reason of said John's title and the want of title in complainant decreed a support to complainant against the said John as his father. Defendant in further answer says upon information which he believes to be true that after the said decree was made the said John held said claims as his own and exercised all acts of ownership over the same which indicate absolute ownership and adverse possession to all the world and hence defendant says that the allegation that John Stafford as guardian held out the claims of said and accounted for the same as set out in the Petition Court for many years after his appointment in 1836 is not true. And furthermore defendant denies the truth of the allegation that complainant's ownership was a matter of record as alleged. As to the allegation of possession in John Stafford as guardian of said claims, continued & acknowledged by him for ten years as alleged, Defendant says it is not true, and he is advised that the Statute of limitations has no application to complainant's case as made in his bill. The allegation that John Stafford continued his guardianship over the person & property of complainant down to his death in 1855 is not true except only as the father of complainant and as such bound by natural ties to discharge <sup>to complainant in person</sup> the offices of his guardian & protector & support. As to the motives of John Stafford in instituting proceedings to vacate the

complainant's manager, the relationship of father & son and the incompetency of the son furnish the presumption of good motives, which presumption in the case mentioned the defendant believes to be true.

10

locked, would Napoleon complain of our right to wholly interfere

This Defendant admits that he purchased on the 11<sup>th</sup> January 1847 from said John Stafford a negro girl named Nancy, 13 years old at the price of five hundred dollars, which was at the time a full price for her. In March or April 1855 defendant exchanged said girl for other property; at the time of the exchange she had two children which went with the mother; the said purchase

was made in good faith, in the confident belief that defendant got a good title and without notice of complainant's alleged title. As to whether said girl is the descendant of either of the slaves in Jones' alleged gift this is the fact that said girl is a daughter of Old Thigbalt, son in law of McDaniel, who is known to defendant does not know and is not informed, and so far as the complainant may deem it important defendant requires proof of the same. The repeated charge of collusion with John Stafford is again here denied. As to complainant's charge upon his father of a further view to defraud & plunder him by means of his last will & testament, defendant leaves complainant to such proof things as he can <sup>make</sup> and as he may think important. This defendant believes that said John made his will in good faith and good will toward complainant, this defendant was named an executor, John Stafford died in the year 1855, and defendant qualified as Executor, the said John's wife who was named executrix declined to qualify. As Executor the following slaves came into defendant's possession to wit; ~~Rebekah~~ ~~Kate~~ ~~Kitty~~, Lizzie, Bill, Smart, Worthy, Thomas, Willis, Eliza, Mary, Jerry, Daniel, John, Henry, Sam, Dennis, Hannah, Peggy, Emeline, Popsy, Kate, Hannah, Mary, Jane, Sarah, Leila, Rhoda, Margaret, Saba and Betty.

The charge that at the time this defendant became executor he knew the said slaves were the property of complainant is untrue. The charge of the motive to entrap and further to defraud complainant is untrue.

Defendant admits that complainant filed a bill in Chancery as alleged and that Thomas White and Henry Wood were his co-defendants; this defendant Executor of said John Stafford, Rhoda Stafford and John McDaniel were defendants; as to the allegation that complainant's bill was hurriedly drawn, & that by error of law it did not present his rights in their proper legal light this defendant says under advice that it is not matter for this defendant to answer.

Complainant had his guardian, his nephews, and his counsel specially employed, and moreover the defendants in said cause did not bring complainant into said litigation, on the contrary complainant was master of his own time, and made



complainant had his guardian, his nephews, and his counsel specially employed, and moreover the defendant in said cause did not bring complainant into said litigation, on the contrary complainant was master of his own time, and made the preparations necessary at his own will and pleasure, drew defendant into the litigation and compelled them to defend. Defendant admit that they the defendant engaged the counsel mentioned to conduct their defence. The said cause was heard upon demurrer as defendant is informed and disrupted by the decree of the court; and thereupon the complainant appealed and the cause was disposed of in the High Court of Errors & Appeals, in accordance with the Judgment of the court. This defendant however admit that after said appeal was taken and whilst the cause was under the consideration of the Court an agreement for a compromise and settlement of said litigation was made by the said parties and their consent by their counsel to the decree of the court is mentioned in the decree as defendant is informed, but defendant ~~does not~~ admit that the decree was based on said consent or that the Judgment of the Court was in any wise biased or affected by it. And answering from Exhibit E of the bill defendant says that the decree of the Court was based upon its deliberately formed opinion after the Court had sufficiently examined & considered the same.

The allegation that the said Court was proceeding to decide said cause in favour of complainant & that it was interrupted & arrested by the fraudulent means & machinations of this defendant and others is wholly untrue. The sweeping imputation of fraud against the counsel in the cause his own as well as defendant, this defendant, Rhoda Stafford and Melinda in taking said cause out of the hands of the Court and making a fraudulent compromise to complainant, injury & prejudice is wholly untrue in every particular.

the defendant answering for himself and for his co-defendant  
Richard Thomas stopped and he arrived upon information that  
he believed the law says that the prosecution for the conspiracy  
can form the side of complainant and side not original  
on the side of defendant. As to all of those allegations which charge John  
Thompson with something of the complainant's neglect and  
Sundaram the said Edward stopped into a hotel for complainant  
had no right to file his property or into any other hotel or into any act  
therein, the defendant says the said allegations are untrue.  
He further answers defendant's stop that the conspiracy was knowingly talked  
on and conspired and knowingly executed by both parties to said  
allegation and by their counsel, and the said Edward stopped the  
prosecution thereof and calmly withdrew and accordingly, of  
his own free will and upon the decision of his own judgment aided by  
the advice of his counsel entered into and withdrew and sanctioned  
said conspiracy and all those allegations of the bill of the  
defendant, under influence, imputation or force of moral influence  
upon or against said Sundaram Thompson, are without  
color of truth. And defendant further answers that the moving  
consideration with the defendant, to raise both the law and  
Thomas stopped in making said conspiracy was the payment  
of said allegations and the side of law suit, and he and his counsel they  
entered into the same advisedly, and in good faith and without  
the purpose of doing or taking within authority of complainant.  
As to what the said Sundaram and Thompson got as their fee due  
from the defendant in said cause, the defendant is advised  
to understand so far as it concerns said conspiracy and is  
a matter not to be complained by the complainant. Defendant is  
further answer says that Sundaram Thompson obtained  
such claims by the way of, as the law agreed upon between them and  
the defendant in said cause and they got them only by the claims which  
under the conspiracy fall to the said defendant and as the said  
Charles Thompson and the defendant are not parties thereto

find the answer says that Henderson Chapman obtained such direct copies yet, as the her agreed upon between them and the defendant in said cases and they got them only the claims which under the compromise fell to the said defendants and as the said Charles Chapman stopped since his defendant an estate there with the complaint has no cause of complaint.

My said complainant obtained several mortgages and his business failed and the said William D. Westford made his selection and took and as usual took to him at the time the five hundred dollars was paid to William D. Westford. While complainant caused by direction of said Westford and the assignor of the same which fell to complainant was by said Westford's guarantee given to said Westford as their fee and it is not true that the counsel on either side of the cause came into said compromise as substitutes therefor, but each party settled with their own counsel according to the terms of their respective engagements. The amount of the said debt was by the defendant only in payment and the said Westford was the whole of the said debt as agreed upon on the first engagement with their said counsel which engagement was arrived upon conditional inasmuch as it was found that the property in dispute was the only source whence the estate of said John Westford or said Westford or said Thomas Westford could pay their counsel any thing. The objection that it would for the defendant obtained by said compromise property or compensation to the assignor of the same is wholly untrue and on the contrary said counsel got nothing that belongs to complainant and received nothing which by said compromise did not become the property of both which was not recognized to be the property of the estate of said John Westford or of Thomas Westford or of the said Thomas Westford.





epithets of fraud, combination and collusion are

not deal in fact; and defendant is advised that for the want of  
tangible fact to warrant the allegations of fraud combination &c. the  
said bill is not sufficient to compel an answer nor to warrant  
this court to maintain said bill. This defendant is further ad-  
vised that it is not admissible for complainant's next friend &  
guardian to stultify himself as he attempts to do in his bill  
as to the defendant in the said cause as also in his said next friend  
and guardian stands indorsed as to his competency to act for the  
idiot by the court which appointed him guardian and by  
the branching bank of Green who received him as the next friend  
and by this court in permitting him to present himself again  
as competent to act; and defendant answers says that the  
compromise and settlement of the former litigation is a  
perfect bar to the maintenance of this suit or any other  
which seeks to open and go behind the said compromise  
or settlement. It is impossible as it appears by the bill that the  
defendant can by the action of this court be put in their "Stater  
gers". Various changes of said property have been made since  
said compromise and strangers, purchases without notice  
have have become possessed of some of said property; complainant  
has parted with two of his as shown by the bill and as to the other  
fine which he got he does not show that he still has them or  
that he intends to bring them within the jurisdiction of this court;  
but he presents himself as holding on to said compromise  
as his sufficient title to his fine claims and seeks through this  
court to get a chance at all the rest.

This defendant is further advised that the matters and  
things set forth in the bill make no case which compels  
this defendant to answer on which he can warrant

The court to give any aid to the complainant and  
therefore this defendant prays that he may demur in this  
his answer and have full benefit of the same as  
if he had demurred before answer. And for causes  
of demur he set forth the following;

1. Complainant's next friend and guardian  
cannot be permitted to shield himself.
2. The compromise and settlement of the litigation  
mentioned in the bill are a bar to the maintenance  
of this suit.
3. The parties cannot be restored to their "status quo" by  
this court.
4. The bill shows no facts which sustain the charges of fraud.
5. The alleged deed by Charles Lewis does not sustain  
complainant's alleged title.
6. There is no equity on the face of the bill and  
other defects are patent on its face. Wherefore the  
defendant demurs and prays the benefit of  
a demur in this his answer.

And now having announced all such  
matters & things as he is advised it is necessary  
or material for him to answer defendant  
prays to be hence dismissed with his reasonable  
costs.

*R. C. Hampton*  
W. A. Hampton J. Dep.

The State of Mississippi Circuit Court in and for  
Harrison County, April Term 1861

In open court personally appeared the above named defendant  
Norman Wicker, and John W. Shuland and W. A. Hampton

The State of Mississippi: Circuit Court in and for the County of Harrison  
vs. J. B. Williams 1861

In open court personally appeared the above named defendant  
Norman W. Williams, and John W. Williams and W. B. Williams  
and they all sworn each for his self that the matters  
aforesaid set forth in the petition answered as of the  
knowledge of defendants and true and the rest He believes  
to be true.

W. A. Williams, J. B. Williams, Norman W. Williams, W. B. Williams  
Subscribed and sworn to before me this 17th day of August 1861  
at the County of Harrison State of Mississippi  
J. B. Williams

The State of Mississippi Circuit Court in Chancery  
Harrison County } April Term 1861

In open court personally appeared the above named defendants  
Norman W. Lee, and John W. Shuland and W. A. Chapman  
who being duly sworn each each for himself that the matters  
set forth in these affidavits are true and the said W. A. Chapman  
knowledge of defendants are true and the said W. A. Chapman

to be true. W. A. Chapman, Secy.  
Sworn to and subscribed: Norman W. Lee

on me this 17th day of April A. D. 1861. John W. Shuland, Secy.  
of said Court & Clerk

Subscribed



Stafford by his next & present court in Chancery  
friends  
by  
Champlin & others } Motion by L. M. Ireland  
in this cause upon bill & answer filed  
trans & for  
Champlin } Ireland

53.

Wm Stafford  
w & answer  
J. A. Champlin & Co.

Wm Stafford  
J. A. Davis  
Chm.

Enter this on  
motion book

Filed April 19<sup>th</sup>  
A.D. 1861  
S. I. Davis  
clerk

25-0  
10,00  
25-0  
30-0

The State of Mississippi Circuit Court in Chancery  
Harrison County      5 October Term 1861

E. Stafford by E. B. Stafford  
his next friend & Guardian

vs

William A. Chapman  
and others

Be it remembered that the motion  
of Defendant John M. Breeland  
in this cause in the following words,  
to wit: "Motion by John M. Breeland  
a defendant in this cause, that,  
the Decree pro confesso entered against him at the last  
term, be set aside & that leave be granted to him to  
file his Answer presented for that purpose at this term  
for reasons apparent on the face of the answer," came  
on to be heard before his Honor W. M. Hancock, presiding  
Judge, and said motion being read, the said answer  
was read in words and figures as follow, to wit;

( Here insert the answer & affidavit )

And the said motion & answer being heard and  
considered by his Honor; his Honor, the presiding  
Judge of said court is of opinion that the motion should  
be overruled, and the said answer rejected and  
not supposed to be filed in the cause, and his Honor  
accordingly overruled said motion & rejected  
said answer. In which opinion of the Court and  
in the overruling of said motion and rejection  
of said answer the Defendant John M. Breeland  
excepts and tenders this his bill of exceptions and  
prays that the same may be signed, sealed  
and made a part of the record in the cause  
which is done accordingly.

W. M. Hancock  
Chancellor



E. Stafford by E. B. Stafford

43

W. A. Chapman & others

Bill of Exceptions to over-  
ruling Ireland & Answe

Filed Oct 23, 1864

J. D. Smith

att

The State of Mississippi } Circuit Court in Chancery  
Harrison County } October Term 1861  
E. Stafford by E. B. Stafford &  
his next friend & Guardian }

vs  
Wm. H. Champlin & others } Motion by John W. Breeland  
a defendant in this cause, that the decree pro  
confesso entered against him at the last term  
be set aside & that leave be granted him to file his  
answer presented for that purpose at this term  
for reasons apparent on the face of the answer.

R. Evans for  
Defendant Breeland.

E. Staffordy E. B. Staf:  
ford

vs

Wm. C. Hampton  
and others -

Motion to be entered  
on the Motion Docket  
R. E. Camp

The State of Mississippi Circuit Court in Chancery,  
Harrison County } October Term 1861.

E. Stafford by E. B. Stafford }  
his next friend & Guardian }  
10 William A. Champlin } Be it remembered that the motion  
and others - } of Defendant Norman McLeod in this  
cause in the following words, to-wit:  
"Motion by Norman McLeod a defend-  
ant in this cause, that the decree pro  
confesso entered against him at the last term of this court be  
set aside, and that he have leave to file his answer presented  
at this term for that purpose for reasons apparent on the face of  
of the answer," came on to be heard before his Honor Wm. M.  
Hancock presiding Judge and said motion being read the  
said answer was read in words and figures as follow, to-wit:

( : Here the answer & affidavit will be inserted )

And the said motion & answer being heard and  
considered by his Honor, his Honor the presiding Judge  
aforesaid is of opinion that the motion should be overruled  
and the said answer rejected. Not suffered to be filed in  
the cause and his Honor accordingly overruled said  
motion & rejected said answer: In which opinion of the  
court and to the overruling said motion & rejection of  
said answer the Defendant Norman McLeod  
excepts and tenders this his bill of exceptions and prays  
that the same may be signed, sealed and made  
a part of the record in this cause which is done  
accordingly.

Wm Hancock  
Chancery



The State of Mississippi Circuit Court in Chancery  
Harrison County } April Term 1861-

Edward Stafford by his Guardian Richard Evans appears in open court  
Must find E.B. Stafford { I being sworn saith:

that he drafted the answer filed by Norman

Wickham, John Wickham and William Wickham

which has been by order of court taken from the files in said cause, that he drafted it with a view to the answer of Norman Wickham and the matters in things therein set forth were as apparent believed when he drafted the same an answer to the bill on its merits and in interpreting in said answer matter of disclaimer affiant did not believe that the said answer was in violation of the agreement to answer to the merits of the bill, and affiant further says that the matters set forth in said answer being such as the defendant Breland & Champlin could also verify & adopt as their answer, affiant did at the time believe that they would adopt the same and at his affiant's suggestion and on his advice the said Breland & Champlin's names were introduced as defendants and adopted said answer as their answer by making affiant to it, all of which this defendant believed believed at the time to be right & proper, that said answer was drafted without intention to infringe the agreement or any rule of court and was believed to be right and proper in all things at the time. Affiant believes that said defendant have each a meritorious defence to said cause and he believes that the answers on file show that said defendants Wickham, Breland & Champlin have a meritorious defence, one which will be efficacious and decisive, if they should be permitted by the Court to file their answers to said bill, affiant refers to the answers of all the defendants now on file to show the fact that said Wickham, Breland & Champlin have a good & meritorious defence, that the same defence which said answer set up are substantially the

defence, of Mr. Lind, Chapman & Philbrick, which they can and will  
adopt in their answer if allowed to file the same. Offsant further  
says that in filing the said answer which has been taken  
from the files there was no intention to delay the cause  
or throw wrongful obstacles in the way of a speedy &  
full hearing of said cause on its merits. ~~Only~~  
further that the application to answer, was not made  
to delay the cause, but to bring it to a hearing on  
its whole merits and its merits only -  
Shown to and subscribed. } Richard Evans  
in open court this 24<sup>th</sup> day  
of April A.D. 1861  
S.S. Davis es.

Liaffore  
W. J. Offsant  
Chapman & Evans  
Filed April 24<sup>th</sup>  
1861  
S.S. Davis es

The State of Mississippi

To the Honorable the Clerk of the Chancery Court  
of Leflore County District of Mississippi Whereas at a Term of said  
High Court of Chancery held & presided at the Capital  
at Jackson on the 3<sup>d</sup> Monday of October A.D. 1857 the  
following Decree was pronounced by said High Court—  
on the 19<sup>th</sup> day of October 1857

between Plaintiff by her

next friend E. B. Stafford

vs

Norman H. Levesque

This cause having been

submitted at a former

Term upon the record

from the Chancery Court

of Leflore County and this Court having sufficiently

examined and considered the same & being of Opinion

that there is no error therein and the parties by counsel

having consented thereto It is therefore considered and

decided accordingly & decreed that the Decree of said

Chancery Court rendered herein at the September Term

therein in the year 1856 on the 2<sup>d</sup> day of September 1856

be and the same is hereby affirmed and it is further

ordered adjudged & decreed that the appeal sent

Edward B. Stafford Esq. John M. Lewis and Peter

Healy Solicitors in the appeal be and do pay to the

Appellants the costs of this cause in the Court below and

in the Court of this case for which a certain receipt is

given and therefore recommended that each party

forthwith proceed to pay his share of said costs as

and each party to the respective & the Decree of said

High Court ought to be had. Witness the Honorable

J. P. Smith Plenary prior of said High Court & one

of said Court there appeared at office at Jackson

the 24<sup>th</sup> October A.D. 1857

Geo. T. Lusk Clerk

By Norman H. Levesque D.C.

53

No 7729

Edward Stafford  
master E.B. Staff

by mandate

James H. Lockett

in the chambers  
of New Orleans

Exhibit F

Filed October 20<sup>th</sup> 1860

S. L. Davis  
clerk



No

Edward Stafford  
in Grandeur

01

Wm A Champlaw

Answer of J White  
filed Apr 1861.

Filed April 15<sup>th</sup> 1861,  
L. L. Davis.  
CR



Mississippi } Circuit Court in Chancery  
Harrison County } April Term 1867.

Edward Stafford p. Guardian Edward B. Stafford  
and

William A. Champlin & Co. Defendants

The sole & separate answer of Thomas White one of  
said Defendants to the Bill of Complaint of Complaint

This Defendant reserving to himself all rights  
of exception to the matters of complainant's Bill,  
admits the statements in the Bill of the deed from  
Charles Jones to Reuben his daughter - the record of the  
same marriage of Reuben & John Stafford - birth of  
Edward - death of Rhoda - survivorship of Charles  
Jones & his possession of the negroes & their increase up  
to the time of his death - the intermarriage of John  
Stafford with Breeland & removal to the  
State of Mississippi with his son Edward - Does not  
admit & requires proof that said Jones held the ne-  
groes as the property of his grandson - on the contrary  
admits he held them in his own right by virtue of the  
deed A - This Respondent denies that John  
Stafford obtained possession of the Slaves mentioned  
in said bill in the name of his son, and avers that  
he obtained them as Administrator upon the Estate of  
Charles Jones.

This Respondent has heard & believes, that a  
marriage was had between Edward Stafford & one

2.

Winnifred Daughdville & that the proceedings had  
thence so far as they are stated in the bill, are correctly  
stated. Respondent avers, that the decree dissolving  
the marriage also determined against the validity  
of any claim of property in said slaves in Edward  
Stafford under the deed of Charles Jones to his daughter  
Rubha, as by reference to said decree made an exhibit  
by George Wood will appear. Respondent avers that  
a copy of said decree was filed shortly after its rec-  
-ditation in the Probate Court of Greene County, which  
was by said Court considered as a full accounting  
for the property inventoried & so far as this Respondent  
knows or believes the said John Stafford was never  
called upon by said Court to render any further account  
but from that time held & used the property as his own.

This Respondent knows nothing of the various sales  
as alleged in the Bill, tho he has heard some of them  
spoken of. This Respondent as before admits the  
making of the will by John Stafford, his death, & the  
probate of the will by Defendant Norman McLead, but  
does not know the Negroes he received under the will.

This Respondent admits that after the death of  
John Stafford, he was engaged by Edward B. Stafford  
(Now Guardian of Compt) to prosecute the claim of  
Compt to the property under the deed of Charles Jones  
referred to. Avers that in pursuance of that engage-  
-ment he procured the appointment of said E. B.  
Stafford as Guardian to Compt, upon the original  
writ de solibus & instituted an action in the

3.

Circuit Court of Greene Co. against Norman McLeod  
for all the negroes received by him under the will of  
Stafford so far as they could be ascertained; and  
in Jackson Co. against Wm. Griffin for one alleged to  
be in his possession at that time - That upon the trial  
of the case in Greene Co. the suit was defeated on the  
ground that the appointment of Guardian was void,  
and the suit in Jackson County against Griffin was  
dismissed upon that ruling of the County. This Respon-  
dent further says, that anxious to discharge all his  
duty, he procured a new Inquest to be held upon said  
Edward, having care that the same should be in all  
things correct, & upon the return of the verdict the said  
Edward's estate was appraised & a Bill of Equity was filed by Respondent & Geo Wood Esq  
(who had been associated with him) in favor of Compt  
against Cliff, Norman McLeod & Prudence &  
Mrs Stafford - which Bill in their thought and  
yet believe presented a full & fair view of Compt's  
case. Respondent admits that Wm A. Chaplin &  
John Henderson Esq were employed to defend said  
suit & filed a demurrer to the Bill - which was in-  
terested & did raise the question of "What right, if any  
Complainant took under the deed from his grandfather  
Charles Jones to Ruth his Mother? Respondent says  
that said demurrer was sustained & the Bill dis-  
missed - and the case taken to the High Court.

Respondent does not know what information Compt  
has as to the intended decision of that Court upon the

4  
Case, but does know that his (Respondent's) own information was directly the reverse and that said High Court would sustain the decision of the Court below. Respondent denies all fraud, combination or confederacy for the purpose of defrauding the Comptroller of all or any portion of his property, either in or out of Court; but this defendant avers that at the inception of the suit he was sanguine of success, but that upon the argument of the demurrer & the judgment of the Court his confidence was much lessened; still to protect his Client as much as possible, the decree was entered "without prejudice". This Respondent avers that while the Case was pending in the High Court, he would by informal means that he had been in conversation with a Mr. \_\_\_\_\_ who had been a member of the South Carolina Bar & was a good Lawyer & that his opinion upon a fair statement of the Case was decidedly unfavorable to the Claims of Comptroller. Not long afterwards & while the Case was yet pending in High Court, the said Wood received a letter from Messrs Wharton of Jackson, Counsellors to whom the management of the Case in said Court had been entrusted in which they stated that after examination of the Case they had no expectation of success as far as legal technicalities - another communication from them stated that the Case had been submitted & that the decision would be against us!!! However tenacious of opinion (& altho. resolutely opposed to any compromise before the receipt of Wharton's letters) Respondents could not



5

without great presumption, has refused to yield his own opinion to the concurrent views of so many able & wiser than himself & whose opportunities for forming a correct judgment were so much greater. He accordingly informed his Client Edward B. Stafford that he got Guardians of Complaint of all that he had heard & advised a compromise if one could be effected. His only object in doing so was the protection of the said E. B. Stafford who must have been greatly injured by the loss of the case in his subjection to payment of costs. The Complaint was by the terms of his Father's will to be supported during life. Of the terms of the Compromise Respondent knows nothing except as derived from his Co-deft Geo Wood in whose capacity & judgment he confided in making it rather than in his own & also urgently advised the said E. B. Stafford to trust to him in making it. The Negroes selected by Geo Wood, instead of being the Refuse ones as Respondent was informed a valuable & growing lot, yielding in the present a handsome support to Complainant & in the future an accumulation for his Heirs.

Respondent avers that the Negroes Tom & Sarah were allowed Wood & himself as compensation for their services. Sarah appeared to be about twelve years old. To Tom about nine or ten. They were appraised at \$1500 which was a high valuation. As they were Mr. Wood's & Sister Wood kept both & paid Respondent \$800.00. This Respondent avers that he has labored, earnestly, diligently & faithfully in the case making a journey in search of



5. testimony to Beaufort district, S Carolina in September 1885 (the funds or greater part of which were supplied by the said E B Stafford) & claims he earned his fee -

This Respondent denies any fraudulent purpose on his part in inducing Compl't to make, or in making the compromise. The right of Compl't to a maintenance was secure under the will that Maria Cavanah could be only \$150 or \$200 per an. which was a rent charge upon the whole estate & was as Respondent then thought & yet thinks, the chief inducement of Defendant McLeod in making the compromise - by converting that rent charge into a valuable & growing property all were benefitted. The Compl't & all who may be his heirs & the estate settled -

This defendant denies that he ever sought or obtained any promise from said Edward B Stafford that he should never bring suit against any persons - or ever attempted to overawe or impose upon him in any way or manner whatever - or obtained or required such an oath or any other as stated - nor did he ever hear of such until he read it in Complainant's bill -

This Respondent knows nothing of the various charges mentioned in Compl't's bill except as before stated & prays that this his answer may be considered as a defense to the Complainant's bill. Thomas White

Mississippi } Before the undersigned Justice of the  
Greene County } peace of Mobile & the County of Sta  
aforsaid appeared Thomas White & made oath  
that the matters stated in the foregoing

answers are true to the best of his knowledge  
& belief — Thomas White

Sworn to & subscribed before

me this 3<sup>rd</sup> April AD 1861.

John McInnis (Justice)

The State of Mississippi  
Harrison County

Chancery Court of Harrison  
County 20 October Term 1861

To John W Breeland, Norman M<sup>c</sup>Leod, or  
Richard Evans their Solicitor & Attorney.

You will please take notice that  
the complainants have this day filed in the office of  
the Clerk of the Chancery Court of Harrison County  
Original Interrogatories to be propounded to George  
Wood, Thomas White, Joseph Breeland, Daniel M<sup>c</sup>  
Smis, Henry Cochran, Malcolm Black, James  
Moore, Samuel Herring, Peter Fairley, John  
Garroway, of which the annexed is a true copy  
and that after the expiration of twenty days  
from the date hereof, the testimony of the above  
named witnesses will be taken upon the annexed  
Interrogatories by a Commission in Chancery or  
some Justice of the Peace, and in the mean time  
you may Cross interrogatories if you think proper  
Deal and Glenn

Solicitors for Comptty.

Sept 5<sup>th</sup> 1861

To the Sheriff of Lowndes County  
to execute and return

J. L. Davis Clerk.

2

Interrogatories

Stafford by Stafford

vs

Champlin Et al

Interrogatories

Chancery Court of Harrison Co.  
Mississippi City Oct Term 1864

Interrogatories to be propounded  
to George Wood, Thomas White Joseph Breeland  
and Daniel McInnis, witnesses for the Compt<sup>s</sup>  
in the above stated cause, the answers to which when  
taken will be read in evidence on behalf of said  
Complainants

Interrogatory 1<sup>st</sup>:

Were you or not Solicitors in  
a cause entitled Stafford non Compos,  
by Stafford Guardian vs McLeod Stafford  
and Breeland? If so please state briefly the  
objects and purposes of said suit - in what  
Court & County; its progress and termination

2<sup>nd</sup> Interrogatory:

Was or not said suit compromised  
If so please state fully and particularly all about it - re=  
serving of course all you may know under the seal of profes=  
sional confidence

3<sup>rd</sup> Interrogatory:

If a compromise was made was or  
not the subject matter of litigation divided among  
the attorneys and parties to said litigation? If  
so, and in what manner please answer fully  
4<sup>th</sup> Interrogatory were or were not certain negroes  
there divided out? If yes how and to whom?

3.

please state the values and names of said negroes at that time, the annual value of their hires from that time until the present, and their increase since, as far as known to you.

5<sup>th</sup> Interrogatory:

If you answer that such a compromise was made, please state whether or not it was agreed among the parties at the time that the ~~Stafford~~<sup>supposed</sup> compromise should put an end forever to all litigation touching the Stafford negroes and that no suit should ever thereafter be brought touching the same by the parties thereto; or what agreement, if any, was made by the parties.

6<sup>th</sup> Interrogatory:

If any such compromise was made please state whether or not it was reduced to writing and if yes, what has become of the same?

7<sup>th</sup> Interrogatory:

If any such compromise was made please state whether or not said Stafford Guardians was or was not sworn in some way never to disturb the same. If yes by whom and in what manner was the same done.

Interrogatories to be propounded to Henry Cochran and Malcom Black of Green County Mississippi, James Moore of Jackson County Miss. and Samuel Herring Peter Fairly & John Burroway of Perry County Miss., the answers to which



H.

when taken will be read as Evidence on the part  
of Complainants in the above stated Cause

1<sup>st</sup> Interrogatory:

Do you know the parties to this Suit?

2<sup>nd</sup> Interrogatory:

Do you or not know whether or not the  
Said Stafford, Guardian of the Idiot Stafford went to  
South Carolina for the negroes now in suit? If you  
when did he go and what did he bring back with  
him?

3<sup>rd</sup> Interrogatory:

If said Stafford did go to South Carolina  
did he carry said Idiot with him

4<sup>th</sup> Interrogatory:

If you answer said Stafford brought certain  
Slaves with him, please state number ages and value  
& their increase since as far as you know.

5<sup>th</sup> Interrogatory:

If you answer that said Stafford  
brought back certain negroes, please state whose  
property if any ones he stated them to be and  
up to what time. Please state fully all you may  
know on this subject; and please state whether or  
not until about the year 1837 or some other time  
he did not proclaim them to be the property of said  
Idiot Stafford, or whose?

Interrogatories to be propounded to all the foregoing  
witnesses, the answers to which when taken will be read,

in evidence in behalf of complainants in said Cause  
Interrogatory 1<sup>st</sup>:

Do you or not know whether a Norman  
McLeod was or was not present on a member of  
the Jury of Inquisition which sat upon the case of  
the Edict Stafford in 1836?

Interrogatory 2<sup>nd</sup>: Do you or not know whether said  
McLeod knew that the slaves in controversy were then  
in the possession of said Edict Stafford?

Interrogatory 3<sup>rd</sup>: Answer the same questions as  
W. A. Champlicin, John W. Breland, George  
Wood, Thomas White William Inffin Walter  
Denny, Alexander McLeander & Ransom  
McLeann. Also whether the said parties did  
or not take into their several possession cer-  
tain of the negroes known as the Edict Stafford  
negroes? If so which and how many each  
and at what time? and also whether or not said  
parties knew said negroes belonged to said Edict  
Stafford at the time each may have got possession  
of the same

Interrogatory 4<sup>th</sup>: Were or were not said negroes recog-  
nized and generally reputed or understood to be the  
property of said Edict Stafford and in his possession  
if yes, when and for what length of time?

Glenn & Seal

Attest for Comp<sup>tes</sup>

6.

The State of Mississippi  
Harrison County

J. S. Davis, Clerk of

the Chancery Court of said County do  
hereby Certify that the foregoing notice and  
interrogatories are a true copy of the originals  
filed in my office on the 5<sup>th</sup> day of September  
A.D. 1861 by Glenn & Seal Solicitors in  
the cause of Stafford by Stafford vs  
W. A. Champlin Et al.

Witness my hand and the Seal  
of said Court this 6<sup>th</sup> day of Septem-  
ber A.D. 1861

J. S. Davis CLK.

Chauncey (West) Harmon Co  
To Oct Term 1861

\$2.57 =

Edward Stafford by Edward  
1/2 Stafford Guardian & n.f.

2. Notice & Interrogatories

W A Champion Dec

Filed Sept 5<sup>th</sup> 1861

J S Davis

Recorded me Doctor Evans

CH

The end and  
Executed on the  
Evans day

Copy delivered  
to him Sept  
18<sup>th</sup> 1861

W C Eggertson  
By J. H. Small D8

The State of Mississippi } Chancery Court  
Harrison County } To October Term 1861

To John W. Breland Norman McLeod or  
Richard Evans their solicitor and Attorney:

You will please take notice that the  
Complainants have this day filed in the office  
of the Clerk of the Chancery Court of Harrison  
County Mississippi Original interrogatories  
to be propounded to William Crawley of which  
the annexed is a true copy; and that  
after the Expiration of twenty days from  
the date hereof the Complainants will sue  
out a Commission directed to the Mayor of  
the City of Mobile, State of Alabama; to take the deposition  
of the witnesses above named upon the annexed  
interrogatories. In the mean time you can file  
Cross interrogatories if you think proper  
Sept 3<sup>rd</sup> 1861 Seal & Glenn

Solicitors for Complainants

To the Sheriff of Lowndes County to Execute  
and return

J. D. Davis

Att.



Edward Stafford by  
Edward B. Stafford, Guardian & next friend

vs

W. A. Champlin et al.

In the Chancery Court of Harnam  
County, Miss. To Oct. Term, 1861

Interrogatories to be propounded to William  
Crawley, a citizen of Mobile County Alabama  
the answers to which when taken will be read  
as evidence on the behalf of said Complainants  
in the above stated Cause

Interrogatory 1<sup>st</sup>

Are you acquainted with the  
facts to this suit? If yes, how long and  
where have you known them?

Interrogatory 2<sup>nd</sup>

Did you or not accompany said  
Edward B. Stafford to South Carolina? If yes  
when and for what purpose? Please state par-  
ticularly all that occurred on said journey if  
any such there was, and all that said Staf-  
ford may have said to you concerning any  
negroes belonging to said Edw. B. Stafford

Glen & Seal

Solicitors for Compls.

The State of Mississippi }  
Harrison County }

I, S. S. Davis, clerk of the  
Chancery Court of said County do hereby certify that  
the foregoing <sup>or annexed</sup> Notice and Interrogatories are true and  
correct copies of the Originals filed in my office on  
the 3<sup>rd</sup> day of September A.D. 1861 by the Complainant in  
the cause therein entitled

Given under my hand and seal this  
the 6<sup>th</sup> day of September A.D. 1861

S. S. Davis.  
clerk.

Chancery Court of Harrison  
County State of Mississippi

To Oct Term 1861

Shafford by Shafford

vs. Notice & Interrogatories

Champion, et al.

Filed Sept 5<sup>th</sup> 1861

Recorded & indexed

Notice & Interrogatories

to Shafford by copy  
on the 18<sup>th</sup> Sept

1861

Edg. Eggleston

W. H. B. Merrill

Edward B. Stafford  
by E. B. Stafford not f.d. } In the Chancery Court  
of Hanover County  
At April Term 1861  
W. A. Champlin et als }

Personally comes the de-  
fendant W. A. Champlin, in open Court, who  
being first duly sworn deposes and saith  
That he is taken by surprise, by the order  
of the Court striking his answer from the  
files, that the same was filed in good  
faith by advice of Judge Evans, solicitor  
in the case, and with the full belief that  
it was a sufficient answer to all the  
material allegations of the Bill necessary  
to be answered. This affiant further states  
that he has a good and meritorious  
defence to the Bill as he is advised and  
sincerely believes, and has an answer ready  
to file, and is ready to file the same

Sworn to and subscribed } W. A. Champlin  
in open Court this } ~~for himself~~  
23 day of April 1861 }

S. B. Davis CLK.

cc/

The State of Mississippi, Circuit Court in Chancery  
Harrison County ) The Answer of Thomas M. Leard to the  
bill of complaint of Edward Stafford by his next friend and  
Guardian Edward B. Stafford against Wm. A. Champion  
Dethers-- This defendant answering all benefit of exception to the  
said bill contained for answer to so much as  
he is advised it is material for him to answer says:  
that he has been for many years acquainted with John Stafford  
and his family: that he knew the said John for some years before  
the year 1836: that previous to 1836 and up to the time of his death  
in the year 1855 the said John was a resident citizen of Mississippi  
in said State: that said John's family consisted of his wife Rhoda  
who before marriage was, as it was understood generally, and as this defendant  
believes, Rhoda Breeland; the complainant Edward who in like  
manner was understood to be the said John's son by a former  
wife; a family of negroes and some short time after the birth  
of defendant John M. Breeland, of him, whom the said John  
brought up as his adopted son: The family of negroes were held by  
the said John up to the day of his death with the exception of such  
as he sold: and the said family as this defendant believes, (excepting  
such as the said John sold) constituted the family which came to the  
possession of this defendant as the Executor of the last will & testament  
of said John Stafford-- This defendant's belief aforesaid is based on the fact  
that the said John was not a thriving man otherwise than by the  
birth and growth of his negroes and that he was from the force of his  
circumstances driven to sell some of his slaves to support the  
rest of his family and was not in a condition to purchase as  
this defendant from his information believes;



In further answer this defendant says, that, he was a stranger to all of those alleged <sup>2</sup> facts which are set forth as having transpired in the state of South Carolina to wit; the gift by Charles to his daughter Rutha; her marriage to the said John Stafford, the birth of complainant Edward, the death of said Rutha in 1808 without other issue of her body except said Edward; the survivorship of said Charles & his possession of the claims in issue dead as well as the property of complainant; the death of said Charles in 1820 and the obtaining possession of the said claims by John Stafford in the name and for the benefit of said Edward and as to said alleged fact this defendant cannot affirm nor deny their truth; but in further answer this defendant says that the said John Stafford held, possessed, and controlled all of the claims in his possession constituting the family of said as his own property in the state of Mississippi and not as the property of said Edward from the beginning of this defendant's acquaintance with him up to his death in 1855 except such acts of the said John, which are alleged to have taken place in 1836 and 1837 in relation to the consequence of complainant's marriage with one Minnie Dargatzhille. In reference to the said acts this defendant heard of the marriage of complainant, and that the said John Stafford in consequence thereof took measures in the Probate Court of said county and in the Superior Court of Chancery of Mississippi at Jackson to vacate and annul said marriage and this defendant from memory says that he was one of a jury to inquire into the sanity of said Edward's mind and defendant from information which he believes to be true says that said marriage was annulled by decree of the said Chancery Court; and defendant further answering from information says that the said John Stafford from his doubts as to the title of the claims in his possession or other cause

did set forth in the bill of complaint which he filed in behalf of said Edward in said Superior Court to annul his marriage, the same instrument of writing which is alleged in complainant's bill to be a deed of gift executed by Charles Loomis to his daughter Ruth Loomis of said slaves, Phoebe, Mary & Elizabeth for the purpose of having the same settled by the decree of the said Court: This defendant is informed that said decree was made in the year 1837 in the month of December as this defendant is informed. After the date of said decree the said John Stafford never did as this defendant is informed and as he believes make any report or return to the Probate Court of Green county nor to any other court as the guardian of complainant in relation to said slaves or any of them; and that he did not act from that time to the day of his death either in court or out of court, on record nor by parol, which indicated the complainant as the owner of said slaves. In answer as to the guardianship of said John of complainant Edward and his returns and other acts as such guardian which are alleged by the bill as being of record, this defendant refers to the record as the best evidence: the said records are in the county of Green: the memorandums thereof which complainant filed with his bill as Exhibit B this defendant cannot admit as true, the said being but a memorandum and without authentication as a true copy or transcript. In further answer defendant says that at the last term of this court this defendant had no opportunity of comparing said Exhibit B with the minutes or records of which it appeared to be a memorandum and at the said Court he had no opportunity of comparing the positive allegations of the bill in reference to the contents of the records of the Probate Court of Green county, &c. &c. And said allegations being verified by affidavit made it

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difficult for defendant to answer in the absence of a duly authenticated transcript. Since the last term of the Court this, defendant has procured a transcript of said record for the purposes of his defense in this cause. And from the said transcript and information derived from the clerk of the Probate Court of said county, he says, that said transcript shows in it is called "the petition of John Stafford" to the Honorable John Moody Judge of the Probate Court of Greene County, setting forth that he is father of one Edward Stafford who has resided with petitioner ever since his birth until recently, that said Edward is entitled to and owns a considerable property in negroes now in the petitioner's possession, that he is an idiot and prays for a writ for the summoning and duty to make inquiry as to his idiocy. Said petition is without date or signature. A memorandum appears under the same of "Ordered to be entered on the minutes of the Court" and the further entry of "Ordered that the petition of John Stafford praying for a writ of inquiry into the competency of Edward Stafford of taking care of himself & property be granted and that a writ issue according to the prayer of the petitioner." And then appears a writ directed to the Sheriff of Greene County, tested 1<sup>st</sup> Monday in Sept. 1836, signed 12<sup>th</sup> September 1836 & dated 12 Sept. 1836 for the summoning of a jury to inquire into "the idiocy" of complainant and to certify their verdict to the Court to be held 1<sup>st</sup> Monday in September next (1837) - And then appears also the following, to wit;

"John Stafford Guardian of Edward Stafford (non com) come forward and upon oath gave in an inventory of the estate of Edward Stafford a (non com) of the County

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of Green & State of Mississippi, to wit; Phoebe 1, Keyser 2, Dennis 3,  
Serge 4, Briggs 5, George 6, Hammet 7, Elsie 8, John 9, Luke 10,  
Daniel 11, Sam 12, Phoebe 13, Nancy 14, also the negroes belonging  
to the wife of said Edward Stafford (non com), Stephen & Freeman

The Clerk of the said Court after diligent search of the file  
in which the inventory ought to be found and of his office generally  
for the inventory, can find no such inventory; and he  
can find no such petition as the above cited with the signature  
of the said John Stafford; and furthermore he can find  
no appointment of said John as guardian of the estate  
of said Edward; and no return of the writ to enquire as to said  
Edward's idioty, and no order of the court in reference to said  
idioty. The said transcript shows but one instrument which purports  
to bear the signature of said John Stafford and that purports to  
be a Guardian bond dated 5th September 1836 seven days before the  
issuance of the writ to enquire into Edward's idioty; and twelve  
months before the return term of said writ. No writ of apprais-  
ment is shown and no appraisement, and no returns made  
which has the signature of the said John and in answer to the  
allegations of the bill of complaint that the said John Stafford accounted  
with the said Circuit Court for ten years after his appointment as  
guardian in the year 1836 this defendant says that said transcript  
shows no such accounting and shows but two accounts (if they can be  
so called) when negroes are named at all and both of them are  
in the year 1837 - one in March, the other in September. The first  
having items as follow, to wit; "To negro hire of Dennis & Serge  
for the year 1837 \$530 To Hammet, Elsie, and Dropsy - To support  
of non compos and family" and the following "by clothing

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taxes, shoeing said negroes. By support of family and court charges  
\$34.00" and the other of September 1837 has the following,  
to wit; "by five months hire of negroes at \$4 per month \$20"  
This defendant answers that the said statements make up the sum total of  
the returns & accounts exhibited by the said transcript and defendant  
that they are not authenticated by the signature of said John Stafford: This  
defendant insists upon the production by complainant of a certified  
transcript of the records and upon the rejection of his memorandum  
as he calls it made Exhibit B of his bill: This defendant under  
advice answers that the records of said court do not show any appointment  
of said John as guardian, and no inventory returned by said John  
as guardian, and no accounting with the said court by said John  
as guardian as the bill of complaint alleges and that the matters  
set forth in said transcript are merely void & of no force as defendant is advised.  
All of these allegations of the bill relative to the appointed returns and  
accounts of said John as guardian of complainant Edward are  
denied: This defendant also denies the truth of the allegation that com-  
plainant ownership of said claims was acknowledged as a matter of record  
as stated in said bill and he denies that it was universally known or  
acknowledged as stated in said bill. He denies the allegation that said John  
Stafford continued & acknowledged in court or otherwise the possession of said  
claims as the property of complainant: but on the contrary said John held  
and possessed them as his own property and that whatever doubt the said  
John might have had in 1836 or 1837 about his title or Edward's title  
his doubt must have been dispelled by said proceedings in Chancery and  
said doubt from that time the said claim had no influence on said John's  
acts; and he continued his possession, management, & control of  
said claims as the absolute owner of them: The said John sold



some of them as is mentioned in the bill and having continued his possession of them as sole owner to the day of his death he left them disposed of by his last will & testament. This defendant is of the belief that the said John honestly believed that the said slaves were his own and that he made his last will & testament in good faith and not in fraud of complainant. This defendant was of opinion that the said John was owner and that he made his said will in good faith. Defendant purchased of said John on the 11<sup>th</sup> day, 1847 a negro girl aged thirteen years for \$500 a fair price for her at that time, kept her till the year 1855 in the month of March or April of the year 1855 defendant sold said girl & her two children, <sup>about</sup> ~~only~~ three years in the other <sup>about</sup> ~~one~~ year old. The girl & her children when sold were worth about \$1100 or \$1200 and whilst in defendant's possession her hire was not worth more than \$4 per month. This defendant was not interested in nor concerned about the purchases made respectively by Defendants, Griffin, McBlendon & Denny of said John Stafford and denies the combination & fraud charged in the bill in reference to said sales by John Stafford so far as this defendant is concerned and leaves each of his codefendants to answer for himself. After the death of the said John this defendant qualified as the Executor of his last will & testament and as such executor took possession of the slaves so left by him as aforesaid, twenty nine in number and defendant believes that they are correctly named in the bill, to wit: Luke, Bill, Smart, Nash, Thomas, Willis, Ellick, Abram, George, Daniel, John, George, Sam, Dennis, Hamlet, Kezzick, Emeline, Lenny, Duffey, Betsey, Hannah, Mary, Jane, Sarah, Leila, Rhoda, Margaret, Sabra, and Abby. Defendant took possession however only as Executor. Defendant qualified as Executor in May 1855 & soon thereafter he hired out

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Denise at the rate of \$180 per annum; George at \$240; John at \$240  
Samuel \$240; Sam \$240; Bill \$180; Smart \$180; and Kirk at \$6  
per month for one year and at \$8 for the balance of the time; The rest  
of the said negroes except Luke, being women and children were left  
in the possession of Rhoda Stafford the widow to carry on the farm  
and support themselves & family - The following women however  
defendant hired out in the fall of 1855, ~~first~~; Mary at \$6 per month,  
Betsy at \$6, Adeline \$8, Lily \$3; and Harriet at \$8 per month -  
Part of said hire defendant could not collect and a part of the time  
with some of them was lost by their running away from their place,  
and defendant paid their taxes & furnished clothes & shoes which  
amounted to about 20 or 25 \$ for each <sup>per year</sup>, and defendant also  
paid to E. B. Stafford as guardian of complainant for his maintenance  
& support about \$245 - In further answer defendant says that  
after he became Executor as aforesaid the said E. Stafford by his said guardian  
& next friend instituted his actions in the Circuit Court of Green County  
aforesaid for the recovery of said claims: said suits (two in number)  
were defeated and thereupon the said Edward by his same next friends  
& Guardian - E. B. Stafford instituted his suit in Chancery in the same  
county against this Defendant, Rhoda Stafford & John - M. Ireland  
based on the same claims of said Edward as is set forth in  
the bill of complaint in this cause - This Defendant as Executor by  
virtue of the consent and concurrence of Rhoda Stafford the legatee for life,  
& John - M. Ireland the legatee in remainder engaged the services  
of Messrs W. A. Champion and John Henderson as counsel to  
defend all suits and complaints which the said E. Stafford by his  
next friend or guardian might institute and in fine to defend  
generally the right of the estate to the said claims.

The said Phoebe Stafford & L. W. Ireland having no property independent of said estate to pay fees and there being nothing adequate to pay fees in the hands of this Defendant in case of the loss of the slaves, the said counsel agreed to take a contingent fee, losing their labour & services if unsuccessful and in case of success it was agreed that they should have one half of the slaves defended. The cause so instituted in chancery came to a hearing upon demurrer and the demurrer was sustained and the bill dismissed at September Term 1856. And thereupon as the bill shows an appeal was taken by the said E. Stafford by his said next friend & guardian E. B. Stafford and the cause was carried to the High Court of Errors & Appeals. Whilst said appeal was pending and undetermined, the said E. Stafford by his next friend & guardian - and counsel made overtures for and proposed a settlement of the said litigation then pending and all disputes about the right of said Edwin to the said slaves; a treaty was set on foot at their instance and if complainant by his said next friend & guardian & counsel had no authority to make a settlement, defendant says that they assumed the authority so to do and were the movers of it: the settlement was agreed on and consummated on the 7th Decr 1857 and the complainant received his agreed number of the negroes and the sum of five hundred dollars out of which the costs of said suit were to be paid: the negroes and the money "were placed in the hands of George Allwood Esq." as is shown by the said Guardian's next friend's report thereof to await the order of the said Probate Court. Seven negroes were selected out of the whole number of 29 by said Guardian's next friend aided by his counsel George Allwood Esq. Two of said negroes so selected as this defendant

was informed went to the counsel of complainant as their fee  
and the other five remained to said Edward: The said Guardian  
& next friend E. B. Stafford entered into a consent or a settlement  
deliberately, advisedly and willingly and afterwards  
in his character of Guardian of said Edward made his report  
of the same under oath in open Court as the record shows:  
In his said Report he informs the Court that being advised by the  
counsel employed by him in the prosecution of the suit "in behalf  
of his ward" that the case was doubtful and that they expected that  
the decision of the Court below would be affirmed by the High  
Court he consented to a compromise; he also names  
five negroes as obtained by said Edward "in full property" (the  
two separate as the fee not being married) - and the sum of  
five hundred dollars and that the negroes & money were placed  
in the hands of George Wood Esq. to await the order of the Court -  
And in his said report he also set forth that he had on his part  
relinquished all claims & rights of property of his ward to the  
remainder of the slaves - And said Report was as the records  
show signed, presented and sworn to in open Court.  
And the said Court having taken up said Report and having  
considered the same and being satisfied from the testimony  
~~that~~ the compromise was advantageous to the ward  
confirmed the same in all things; ordered the said  
Guardian to give bond accordingly, and ordered further  
that the said negroes be delivered by said Wood into the  
possession of said Guardian -  
And afterwards in February 1858 the commissioners to appraise  
said negroes met at the house of said E. B. Stafford

and appraised them, and the record shows that said E B Stefford<sup>11</sup>  
made return of said appraisement into Court;

And on January term 1858 said Court ordered that said  
Guardian here be allowed to retain the said negroes in his possession  
& use & account for the same at \$200-

And in October 1858 said Guardian made return to said  
Court of the hire of five negroes of said E Stefford \$200-  
and balanced it by maintenance of said John \$200 -  
signed & sworn to in open Court -

And at April term 1860 the said Court ordered that said  
Guardian Edward B Stefford be allowed to retain and use  
the slaves of his ward and account therefor at the sum of \$250-

This Defendant further moves that the appeal of said  
was pending when said settlement was made and that it  
was not decided by the High Court until the October Term  
next ensuing and said decision was after the said settle-

ment. All these allegations of the bill relative to the interference  
with the decision of the Court are without any truth whatever.  
All these allegations relative to undue influence exerted upon the  
said E. B. Stefford; the false & fraudulent coercion & wheedling him  
into a belief that his ward had no right or title to said property are  
entirely without foundation - and all these allegations which  
charge false & fraudulent representations as to law or fact  
are wholly false; And the allegation that a solemn promise  
was obtained from said Guardian that he would never  
bring suit for any of the slaves mentioned is false so far as  
this defendant is concerned; the allegation that he was  
overawed & imposed upon by Champion, Henderson,



Good & White is false, and Defendant says the two letters were his said Guardian's own soliciting & counsel in said cause - the allegation that a solemn oath was exacted from him to the effect alleged or to any other effect or for any purpose is without the least color of truth -

This Defendant answers further that at the last term of this court they had no opportunity to examine the aforesaid report of said Guardian, nor the action of the court thereon, nor the several returns & orders of court above mentioned; the same being lodged in the Probate Court of Jasper County; and in truth this defendant was not apprised that such report, orders & returns existed until recently - This Defendant will produce a certified transcript if need be at the hearing - This Defendant further answers that since the last term of this court and very recently he has received information which he believes to be true that said Guardian E. B. Stafford ~~is~~ the said E. Stafford by said E. B. Stafford his next friend & guardian is not in fact the mover or originator of this suit and that it has been set on foot by others - of this fact this Defendant was not apprised at the last term of the Court:

In further answer this Defendant says that after the selection of the claim by the said E. B. Stafford and the completion of the settlement of said litigation this Defendant regarded the controversy about said claim and complainant's alleged title as at an end and defendant with the concurrence of said Rhoda Stafford and John M. Ireland delivered

to Messrs Chapman & Henderson as then agreed for eleven of said slaves,  
his remaining test: James, Dicky, Hunt, Zely, Thos, John, Bill,  
Nash Lee, Pitty, Lilla: Defendant cannot speak positively as to the correctness  
of the names And the remaining negroes, Luke, Daniel, George, Kizzick,  
Lenny, Mary, Hannah, Sabra, Ellick, Abram and Sarr were left  
to be disposed of by this Defendant as Executor of the said decedent  
And believing that all controversy was at an end and  
that the last obstacle in the way of a final settlement and  
distribution of the Estate was removed, defendant provided  
for a final settlement and to obtain his discharge: Defendant  
had made arrangements on account of the Estate, to settle  
which and to discharge the obligations of the estate to him-  
self in his service, as Executor, it was agreed between the  
said Rhoda Stafford & John M Shuland and  
this Defendant that Defendant should take the  
boy Sarr - and the hire of the slave, still in his  
hands, in discharge of the said Estate. This is the way  
the consideration in & for which defendant got Sarr - and  
all allegations in the bill charging any other way or consideration  
are untrue:

At the April term 1858 of the Probate Court of Greene County this Defendant made his application for a final settlement & discharge: Citation issued to and was served on the complainant E. Stefford and his Guardian E. B. Stefford to appear, show cause &c., and at the July term 1858 this Defendant was by decree of said court finally discharged as Executor of said last will & testament. A transcript of said Discharge will be produced at the hearing.

The boy sum when Defendant took him as a slave and was worth about \$1200 but he has with now defendant cannot say, in account of the present state of the country & the unsettled value of property = H. his has been worth not exceeding \$200 per annum deducting taxes clothing &c. from said sum.

In further answer Defendant says from information which he believes to be true that this suit was not instituted at the instance of said E. Stafford by his said next friend & guardian - E. B. Stafford: and that the institution of the suit and the use of the names of the said & his guardian are an abuse of the court for the purpose of a fraudulent speculation. This defendant prays that he may have by this his answer - advantage of the same. And furthermore defendant prays that he may have advantage by this his answer of the want of jurisdiction in the court over the subject matter of the said bill; and for the want of Equity on its face: and of the fact of the settlement of the matter in controversy. And having answered Defendant prays that he may be hence discharged with his reasonable costs &c.

Respectfully  
Defendant.

The State of Mississippi } Before me John Cowart an  
Sworn } Acting Justice of the Peace  
in and for said county personally appeared Norman  
Miles the defendant in the above answer who being  
sworn said that the matters & things set forth in the above  
answer are of his own knowledge and true and that he  
believes to be true -  
John Cowart Justice of the Peace  
Hornum, Ark, Chas

E Stafford by E B

Stafford next to

guardian

by

Wm A. Chapman

others —

ans. of N. M. Lee

Filed Oct 23

1864 S.

1.  
The State of Mississippi Circuit Court In Chancery  
Harrison County } The Answer of John McBreland to the bill  
of complaint of Edward Stafford by his next friend and guardian  
Edward B Stafford against William A Champlin and others:  
This Defendant reserving all benefit of exception to the errors in the said  
bill of complaint contained for answer says, that, this defendant is about  
twenty six years of age, that when an infant he was taken into the family  
of the said John Stafford and brought up by him as his adopted son, that  
the said John's family was composed of his wife Rhoda Stafford who  
before marriage was Rhoda Breland according to the family history  
and of complainant Edward Stafford who according to the same  
family account was the son of said John by a former wife,  
and of ~~several~~ slaves. That said slaves considered as a family  
are the same spoken of in the answer of his codefendant Norman  
McLeod: that the said John Stafford always since this defendant's minority  
began to serve him claimed said slaves as his own property and employed,  
~~managed~~ and controlled them as his own property, and exercised  
over them all acts of ownership as long as he lived and at his death  
said slaves or such as the said John had not sold were left by him  
disposed of as his own property by his last will and testament in the year  
1855. As to all these matters & things which are alleged to have transpired  
in the years 1836 and 1837 and previous to said years, both place  
either before defendant's birth or whilst he was ~~a~~ <sup>an</sup> infant:  
As to complainant's claim through the alleged deed of gift from  
Charles Jones to Luther Jones this defendant knows nothing  
and has no information thereof except such as grew out of the  
~~suits at law~~ and in equity which the said Edward by  
his next friend & guardian the said E B Stafford set on  
foot after the death of John Stafford: And this information  
thus derived is such as his codefendant Norman McLeod has  
set forth in relation thereto in his answer and this Defendant  
adopts said answer relating thereto as his own answer  
and prays that it may be taken as a part of his answer.  
As to the settlement of the said Chancery Cause this defendant  
says that as he was informed and as he believes the



proposition or treaty which led to the settlement was made or begun on the side of the complainant; that defendant in said cause went into it at the instance of complainant; that the settlement was consummated on the 7th July 1857 and that the said next friend Guardian went into it of his own free will and judgment, and as this defendant is informed under the advice and counsel of his Solicitor employed in the cause to-wit: Messrs Wood and White who pursued his suit in the Chancery Court of Green County, and of Mr. Whitson who appeared for him as his counsel in the High Court of Errors and Appeals; that said Guardian E. B. Stafford after the settlement was finished, reported the same with the terms thereof to the Probate Court of Green County aforesaid and that on the 16th his said report the said Guardian shewed to said Court that as a part of the settlement the rest of the claims of said John's Estate was released from the claims & demands of said Edward; And the said Court being satisfied from the report & testimony that the settlement was advantageous to said Edward Stafford confirmed said report in all things - prescribed a new bond to be executed by said Guardian and said E. B. Stafford as Guardian returned his accounts to said Court down to April 1860 without dissatisfaction or complaint so far as defendant knows. The Record shewing the said Report, its confirmation, the appraisement of the said Edwards claims and the returns of said Guardian, a transcript of which will be produced by the Guardian; The litigation aforesaid arose in said Green County and the said Edward B. Stafford became guardian in said County & his returns, his report & its confirmation

an all of said county and at the last term of this court this defendant having come to court to answer the said bill had no opportunity to examine said Guardian's report, return, and action of the court thereon and in fact this defendant was not aware of the content and nature of the records of said court in reference thereto that he has but very lately been informed of the same and has examined the same for the purpose of this answer. As to all these allegations in the bill of complaint which charge fraud & imposition on the said Guardian in reference to said settlement this defendant says they are false; that he was coerced, wheedled, deceived, overawed, on all untrue and false; that a solemn promise was exacted from him that he would not sue again for any of said negroes, <sup>as this defendant believes</sup> is untrue and false; that an oath was exacted from him is untrue & false. And all charges in the said bill of combination or fraud against said Guardian is untrue; that the refusal of the negroes was put upon him is untrue. On the contrary the said Guardian made his own selection through Geo Wood Esq.

Defendant's further answer says that the identical cause of action & matter of controversy which are involved in this cause as to this defendant it were the cause of action & matter of controversy which were settled as aforesaid. And defendant prays that he may have advantage by this his answer of a bar against complainant's prosecuting this cause.

As to the settlement consummated on the 7th July 1857 and as to the ~~negotiations~~ & the selection of them by said complainant; the money paid in addition thereto, the claims delivered

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to Messrs. Chapman & Henderson and the cause of their delinquency, with;  
as therein due to them from Defendants; the employment of said  
council & the terms, this defendant says the same are truthfully  
related in the answer of his co-defendant McLeod; that the answer  
of this defendant would be but a repetition of the same as  
is set forth by said McLeod and this defendant therefore adopts  
the answer of said McLeod in reference thereto as his own answer  
and prays that it may be taken as part of this answer.  
In relation to the alleged guardianship of John Stafford over  
complainant and the said John's return and his hiring of  
said slaves and accounting for the hire to said Probate Court for  
many years (ten years) after the said John's appointment  
in 1836, this defendant at the last term of this court  
having appeared at court to answer said bill of  
complaint, had no opportunity to examine the Record  
for the truth thereof for the reason that the alleged  
record was in the custody of the clerk of said court. Since  
the said last term and within a short time the  
said Records have been examined and transcript  
obtained certified by the clerk which will be produced  
at the hearing, but all times for the information of the  
court: The said Record as this defendant is informed shows  
no such appointment of said John as guardian as is therein  
in the bill alleged; it shows no inventory with said John's signature,  
no appraisement, & no returns bearing his signature,  
and shows nothing after the year 1837. As to what the  
transcript of the Record shows, show the answer of  
defendant McLeod truthfully relates and this defendant

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adopt his answer in reference thereto as his own and prays  
that the same may be made taken as a part of this answer.  
His defendant in further answer says that the twenty nine negroes men-  
tioned in the bill of complaint are the same which came to the  
hands of his co-defendant Miller as Executor of the said late  
Stafford's will, and are the same which were the subject of controversy  
in the said Chancery cause, and are the same out of which  
said E. B. Stafford made selection of the agreed number in  
said settlement: the rest of said negroes remained in the hands  
of said Miller as Executor and out of them the eleven  
obtained by said Champlin & Henderson were taken  
& delivered by said Executor with the concurrence of said  
Rhoda and this defendant. None of the said negroes  
came into the possession of this defendant at that time  
but the remainder after E. B. Stafford's selection and payment  
of said fee to Champlin & Henderson, continued in  
the possession of defendant Miller as Executor and  
Rhoda Stafford as legatee for life of Stafford's will:  
Rhoda Stafford departed this life on or about the 17th day  
of November 1858 and therefor the first time this  
defendant came to the possession of Luke, Daniel, George,  
Jimmy, and Mary (late having a child) and all  
following which he sold to defendant R. D. Milbourn  
in February or March 1860, to wit; Hannah, Sarah,  
Ellick, and Abram - for the price of \$2800 -  
Luke, Daniel, George have been worth each \$20 per month here,  
Jimmy \$5, and Mary she is well, \$8 - She has however been sick a  
great deal - The negroes sold to M. Milbourn were worth \$5000

Manuel \$8, Peter \$3, Ellice \$5, & Isaac \$5 per month -  
the taxes, clothes, lost time &c. have been worth at least \$25 -  
each per year -

As to the boy "Sammi" defendant says that the said M. Leod came by him  
in the way set forth in said M. Leod's answer, not under the settle-  
ment between complainant & defendant as alleged but by reason of  
the agreement of Rhoda Stafford, this defendant & said M. Leod  
that he would take said boy & the hire, of the slave, not  
otherwise accounted for in full payment of commissions  
and advances, made by said M. Leod as Executor.  
This defendant denies generally all combination and fraud  
charged in the bill. He repeats that John Stafford always  
according to this defendant's knowledge & information claimed,  
possessed, enjoyed and controlled said slave, as his own  
property, without the question ever being made of any right  
title or interest of said Edward therein or of any one else -  
that there was no claim or demand made or set up as  
long as he lived and this defendant believes that said  
John did not entertain a doubt of his right and that he  
in good faith & honesty believed that his right was perfect,  
that he so acted till his death and that he made his  
last will & testament in good faith and honesty of motive  
that the allegation in the bill that he made his will with a fraudulent  
intent is, like the allegation that he accounted as guardian for  
ten years with the Robert Court after his appointment in 1836,  
utterly untrue as this defendant believes.  
Rhoda Stafford received the slave, which she got  
from the said M. Leod as Executor and this defendant



received the claims he got from said Thomas ~~Stafford~~ and  
he did so receive them with the honest belief that he had the right  
the undoubted right of ownership to them. He denies all fraud  
and all intention to injure the complainant.

As to the ~~settlement~~ ~~of the claims~~ ~~made by~~ ~~Edward Stafford~~ this defen-  
dant says that was settled as ~~is stated~~ by his co-defendant  
has related in his answer; and the record shows that the said  
complaint by his next friend and guardian of said  
was duly made a party thereto; and that the settlement made  
on the 7th day of July 1857 of said claim, was ratified and  
confirmed by the Probate Court upon the Report of said Sur-  
vivor; and again by the decision of the High Court of  
Orleans and Appelo; and again by the final settlement  
discharge of said Executor, to all of which the said  
Edward Stafford by Edward B. Stafford was a party  
in court and of records and so, this defendant says that  
said Edward by his said next friend & guardian should  
be barred from any relief prayed for and to that and  
this defendant prays that this his answer may be  
of the force of a plea or a demurrer.

As to the alleged deed of gift from Charles Jones to his  
daughter. Rather this defendant prays the court to  
adjudge as to its character, and as to its force and  
effect. And if it have not the character, force or effect of a  
deed of gift as alleged that this defendant shall have  
advantage thereof by this his answer as if he had  
demurred thereto. And furthermore defendant prays  
that if said instrument be adjudged a deed of gift and

Edward Stafford by  
E. B. Stafford his next friend } In the Chancery Court  
of Harrison County  
vs } State of Mississippi  
W. A. Champlin Et als }  
The Liberate answer of W. A. Champlin  
to the Bill of Complaint of Edward Stafford, who sues  
by Edw<sup>d</sup> B. Stafford his Guardian and next friend  
Exhibited against him and others in said Court  
This respondent saving and reserving all bene-  
-fit of exception to the many errors, vaguenesses and  
uncertainties of said Bill of Complaint, answering  
saith, That he admits that Charles Jones of  
Beauford District, South Carolina, on the 9<sup>th</sup> day  
of August 1807, made, signed and sealed  
the instrument of writing set out in Complai-  
-ant's Bill, as Exhibit A True, and that  
said Exhibit is a true Copy, and the same  
was proved and recorded as a deed, but  
this defendant does not admit that said  
instrument of writing is a deed. Admits  
that on its face it purports to give the three  
negro slaves Phebe, Katy and Keisah & his daugh-  
-ter Rutha Jones. Admits that said Rutha  
intemarried with John Stafford in 1807, and  
that the Complainant Edward is the only issue  
of said marriage and that said Rutha died  
in 1808. admits that said Rutha Jones  
never had possession of said slaves during

her lifetime. Admits the subsequent manumission of said John Stafford with Rhoda Buland and his subsequent removal from S. Carolina to Mississippi bringing her with him. Admits that Charles Jones died in 1870 without altering the disposition made of said slaves by said instrument. Exhibit A, and as this defendant is advised and believes without the power to alter or change such disposition of said slaves, if said instrument be as set out as is alleged in Complainant's Bill, but which this defendant does not admit.

This respondent further answering saith, that he denies according to the best of his ~~advice~~ information and belief, that upon the death of said Charles Jones the Complainant became entitled to said slaves and their increase, in his own right either as the heir of his mother Rutha Jones or by virtue of the provisions of said ~~instrument~~ instrument of writing. Exhibit A, and denies that said Charles Jones during his lifetime held said slaves for his said grand-son, after the death of said Rutha. Denies that after the death of said Rutha Charles Jones the said John Stafford obtained possession of said slaves and their increase in the name and for the use and benefit of Complainant or upon his right or as the father and natural guardian of said Complainant. Upon this point this respondent further answering saith

that on the death of said Charles Jones in the year 1820 one Wm Stafford a relative of the said John became administrator of the estate of said Rutha Jones, and took possession of said slaves and then in a case and held them under authority of the Court of Ordinary of Beaufort District South Carolina for the use and benefit of whomsoever it might concern, and this respondent is advised and believes and so alleges the fact to be, that if said instrument Exhibit A was a deed as alleged, the right of all of said slaves for his life was clear and indisputable as surviving husband of said Rutha. Even had the limitation over in said deed been valid according to its literal terms and provisions, and this respondent does neither deny nor admit that said John Stafford at that time supposed and believed it to be so, but which this respondent denies, and avers, that the limitation over in said Rutha and the heirs of her body forever was void by the laws of South Carolina at the time and this the said John Stafford afterwards discovered. This respondent further answering said that said John Stafford did not acquire possession of said slaves as the natural guardian and father of said complainant. The truth is, as this respondent is informed and believes and as he alleges to be that under the belief or impression that said instrument of writing Exhibit A was valid as a deed, and that the limitation over was also valid to the heirs of the body of said Rutha Jones forever, and that his action

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3

therein was only a use for life as seemi-  
ing husband of said Rutha, said John  
Stafford ~~was~~ advised that the proper mode  
of obtaining possession <sup>of said slaves</sup> ~~that the proper mode~~  
~~of obtaining possession~~ was as administrator  
of his deceased wife Rutha and accord-  
ing to the said Wm Stafford surrendered his  
Letter of administration by the approbation  
of the Court of Ordinary of said Beaufort  
District, in South Carolina, and said  
John Stafford was appointed administrator  
in the place and stead of said William  
Stafford, and as such administrator received  
possession of said slaves named in said  
~~deed of gift~~ <sup>instrument of writing</sup> Exhibit A and their  
increase, and brought them to this  
State, as such administrator, and not  
as guardian, all which will more  
fully appear by reference to a certified  
transcript, and Record of the proceedings  
in said Court of Ordinary for Beaufort  
District, S.C. and which will be produced  
and read in evidence on the final hear-  
ing of this case, and which is prayed  
to be made a part of this answer  
as Exhibit No 1.

And this respondent



3  
further assuming saith that he is advised  
and believes and swears the fact to be  
that said John Stafford never made  
any settlement, or return to said Court  
of his said administration, but the  
same remains open and without  
account, and unsettled to this day.

And this respondent is advised and  
believes and so alleges the fact to  
be that it was unnecessary for said  
John Stafford in the apportion of his  
marital rights in said slaves, to have  
administered upon them as of the estate  
of his deceased wife had the true  
construction and legal effect of said  
~~will~~ <sup>instrument of writing</sup> been at that  
time ~~known~~ <sup>fully apprehended</sup> by him.  
<sup>Even had it been so</sup> But said administration has wrought  
and should be held to have wrought  
no prejudice to the manifest rights of  
said John Stafford, & all of said slaves  
of said ~~instrument of writing~~ <sup>instrument of writing</sup> were a ~~decree~~  
type that under the true interpretation of  
said ~~will~~ <sup>instrument of writing</sup> he should, and  
will be allowed by this Court, to have  
held them without accountability, to  
any person claiming as heir, to his  
said wife, or in any other way.

This defendant further answering admits that  
and a misapprehension of said Testament, and  
believing it to be a deed of gift, and the limitations  
were valid, <sup>said</sup> John did suppose that though he  
received said slaves and held them as the  
administrator of his wife with a right to  
them use for life, yet that in his relation of  
Father and natural Guardian to his son  
the Complainant he was bound to preserve the estate  
as limited over to his son and for his ultimate  
use as well as of the body of said Ruth  
pursuant to the literal terms of said Testa-  
ment, and accordingly in person as the  
natural Guardian of his son did inventory  
said slaves and report them to the Probate  
Court of Green County in this State as the  
property of Complainant. But this respon-  
dent denies that said John Stafford  
was legally appointed Guardian of his  
son by said Probate according to the  
best of his knowledge information and  
belief, and denies that the Probate Court  
had authority to appoint Guardian to a  
child when father was alive, and denies  
that said Complainant was ever found  
to be a non compos mentis according  
to the laws of this State, and such pretended proceedings of  
the Probate Court, and the appointment of  
him as Guardian was absolutely null and void & this

acknowledgment elements that have been  
at the community, where he lived  
in the property of a Confederate  
in that he carried Joseph of a Confederate  
for ten years, or any other period of time  
or that he ever acquired any title, or  
have shown by virtue of Joseph's  
the State of Louisiana, since then, as  
least amounting to the least of his representative  
and being denied, that such a statement  
now acknowledged with the Protestant  
of New Orleans for the war time of  
being shown in the increase, many  
of them, and being insignificant  
any in her estate lying in the present  
as if a new natural.

This important point must be  
ing with his advice the substance  
Advantage of a Confederate  
with an English language, as alleged  
in such case, about the year 1836, and  
the case being stopped then with force  
a noted and confidential person with  
such engagement as it was notorious  
he was incorporated in such case  
is accordingly took counsel, as the

rights and remedies involved in this act of marriage and a suit was commenced in the Superior Court of Chancery of the State of Mississippi, and said marriage declared null and void, and in the proceedings and controversy which ensued the said John Stafford was convinced that the limitation ~~on~~ in said instrument Exhibit A. (Even if a deed) was void, and that complainant had no right or title to ~~them~~ any of them, and that if said instrument was a deed, that then the limitation over was void and an estate in fee simple was by the same vested in said Rutha Jones, discharged of such conditional limitation over to the "heirs of his body forever", and that in such case by reason of the common law, then in force in South Carolina, the full title in fee was vested in him subject to the definite possession of the donor, upon his marriage with said Rutha. Hence in presenting his Bill as the next friend of said complainant to the Chancellor to dissolve said putative marriage with his son and to — restrain the reputed

1 wife from claiming stated relationship  
he set forth the circumstances of his  
said son and his relation to the prop-  
erty transferred by said <sup>instrument</sup> ~~deed~~ and with  
the avowment that said limitation  
was void, and showed and  
maintained before the Chancellor  
that this now Complainant, had  
no title or interest in said slaves  
but that all of them were the exclusive  
property of said John Stafford. The  
Chancellor recognized this aspect  
of the case at the final hearing  
and decreed a maintenance and support  
of the Complainant against the said  
John Stafford his father, by reason of his  
relationship to said Complainant, and  
not because he held a admitted  
any estate of Complainant as his Guar-  
dian or otherwise, but on the contrary  
said John Stafford in said proceeding  
did declare and maintain, on a full  
exposition of all of the present pretensions  
of Complainant, that he John Stafford  
by virtue of his marriage, and notwithstanding  
standing <sup>the</sup> phraseology of said <sup>instrument</sup> ~~deed~~  
Gift <sup>was</sup> the sole owner of the slaves therein



named all their increase, as will more  
fully appear by the Record of said proceeding  
now remaining & filed upon the Records of  
said Superior Court of Chancery, and Copy  
of which will be read in Evidence at the trial  
and final hearing of this case, and  
a copy of the Decree of the Chancellor is  
herewith filed, as Exhibit A to 2, and is  
pleaded & taken and held as a part  
of this answer. And this respondent  
further answering <sup>the said John Stafford</sup> ~~that~~ <sup>from 1837</sup>  
the date of such proceedings, <sup>and</sup> as this respon-  
dent is informed, and believes, and he  
so alleges the fact to be continually apart  
and maintain his exclusive right and  
title to all of said slaves up to the time  
of his death, advise to complainant  
and all others, and dying did by his  
will bequeath and dispose of them all  
as part of his Estate, and inasmuch which  
title by devise, this defendant claims  
title to the slaves in his possession as a  
purchaser from the devisee, and where  
right this respondent prays, may be  
protected by this Honorable Court.  
This respondent further answering  
saith, that as he is advised and believes

11.  
and he so affirms the fact to be, that ~~said~~  
~~of said instrument~~ <sup>of said instrument</sup> ~~be as~~ <sup>be as</sup> ~~that~~ <sup>that</sup> ~~the said~~  
Rutha Jones, in her life time, and previous  
to her marriage with said John Stafford  
took a present interest of full title to  
the slaves named in said deed and used  
them in crease, upon the Execution and  
delivery of said ~~deed~~ <sup>instrument</sup>, the delivery of  
possession only being postponed, and  
his right of possession declared by said  
~~deed~~ <sup>instrument</sup> upon the death of the donor,  
and with the title so vested in her  
all of her title and interest in said  
slaves, and their increase <sup>would in that case be</sup> vested  
in John Stafford upon, and by his marriage  
fully and perfectly, without the necessity of redem-  
-ing said slaves in to his possession during his  
marriage, or in the lifetime of said Rutha Jones  
his wife, because that was, required in proper  
by the very terms of the ~~said instrument~~ <sup>said instrument</sup> until  
the death of said Charles Jones the donor  
Wherefore this respondent saith that all the title  
of said Rutha Jones <sup>if any she had</sup> ~~was~~ <sup>is</sup> vested in said  
John Stafford by right of, and virtue of her  
marriage, though possession thereof was not  
acquired, till about the year 1821, after the  
death of said Charles Jones.

This respondent further assuming & avers  
that in fact, as he is informed and believes  
and as he alleges the fact to be, said testa-  
ment of writing Exhibit A is not a deed  
but a Testamentary writing to take  
effect at the death of said Charles Jones  
and not before, and the said Rutha  
did not at the time of her marriage  
have any interest vested in or otherwise in  
said slaves, and if this construction is  
the correct one said Stafford had no interest  
in said slave by virtue of his marriage  
but acquired possession of them in South Caro-  
lina as administrator, and brought them  
to the state of Mississippi and held them in  
that state from about the year 1821, till  
his death as his own property, and the  
title was vested in him upon his death and  
long before by virtue of the statute of  
limitations, and this defendant prays  
the same benefit of the statute of limitation  
as though he had specially pleaded the  
same. Said Instrument though a Last  
will, or Testament in its term and form  
yet has not been proved and probated and  
cannot be set up as an evidence of title  
in any one.

be held to strict proof in the premises upon  
this point of material. This respondent  
says that from his information and belief and  
he so avers the fact due, that the said  
John Stafford only left twenty nine negro  
slaves in all, but whether <sup>the</sup> names set out  
~~any~~ <sup>in</sup> said Bill is correct or not this  
respondent does not know, and cannot  
either admit or deny.

This respondent further  
answering saith, that he admits that the  
complainant's next friend Edward B. Stafford  
pretending to be Guardian of Complainant  
employed Thomas White Esq. and George  
Wood Esq. to bring suit for said slaves  
and this respondent avers, that they com-  
menced an action of detainer in the  
Circuit Court of Linn County, first  
for said slaves, when this respondent  
was employed, together with the late  
John Henderson to defend the same  
~~and~~ by said McLeod, and the said Rhoda  
Stafford and John M. Duelland, and as  
said litigation involved the whole property a-  
mounting to, of the said John Stafford, and  
there was no means, either in the hands  
of said executor, or of said devisee,

with which to pay counsel, they accepted of  
a conditional or contingent fee of one half  
said property, if successful, and if not, to  
receive no pay. That this contract was  
made upon the offer of said McEwen, and  
the devisee under said will, and for  
their accommodation, and the respon-  
-dent made use of no persuasion  
to obtain such contract, but was entirely  
voluntary on their part. This respondent  
and the said Henderson attended the  
Inferior County Court, and defended it  
said suit at Law, and the same was  
dismissed either upon demurrer or plea  
in abatement this respondent does not  
now recollect which. That said Com-  
-plainant then filed his Bill in Chancery  
which was defended, and upon demur-  
-er said Bill dismissed and an  
appeal taken to the High Court of  
Errors and Appeals, where the same  
was argued by said Henderson, and  
submitted. That in addition to their service  
said Henderson & Respondent were to attend  
to the settlement of the administration  
and the conducting the same in the Pro-  
bate Court of Inferior County. That



This respondent further answering saith that said litigation was in Green County, remote from the residence of said Hudson and this respondent, and where they did not usually attend Court, and in a County where at that time no lawyers resided, except those employed by the complainant.

This respondent further answering saith, that he does not know how the said High Court would have decided said case, though he has heard that they would have reversed the same but such decision could not according to the apprehension of respondent have been decisive at all upon the merits of the case, as no answer was filed, and the Bill which, for all the purposes involved in the decernment was, taken as true, did not state the facts truly as they existed in the opinion of counsel.

This respondent most positively and solemnly denies the use of any fraudulent means, and machinations to avert the decision of said case, or of any knowledge of any such means used by others, either parties or otherwise.

This respondent further answering saith that, ~~that~~ he denies <sup>an</sup> confederating <sup>and</sup> with said Henderson, Wood, and White, and with the said McLeod, Bulard and Rhoda Stafford, or with any other persons whomsoever for the purpose of defrauding the said complainant out of all his legal rights and property or of either, or any part thereof.

On the contrary this respondent avers the fact & he tisset at the time said compromise was made, he had the utmost confidence that the case would be decided in his favor and the decree of the court below be affirmed. This respondent avers the fact & he, that after said lease was taken up & the High Court, ~~that~~ the Record filed there, Thomas J. Wharton Esq. was employed by the complainant & by said Wood and White to argue the case there, and he had after an examination of the case, and before said compromise was made, written to said White and Wood, or all of them giving it as his opinion that the case would be confirmed, and

advising a compromise if it could be had. That said Wharton now the attorney General of the state was a man of high character for his talents and legal acumen and ability, and when said compromise was made, it was with the knowledge on my part, that he had given such an opinion. The compromise was agitated for a considerable time, and was only consented to by this respondent and General Hudson, with a view to be liberal with complainant and a real desire that he should have ~~the~~ support provided for him in some way, on account of his unfortunate condition, and such this respondent believes to have been the view and wish of all the parties to said compromise. This respondent further avers, that this compromise was agreed to, and this respondent with a letter from George Wood ~~of~~ ~~to~~ ~~Jackson,~~ ~~and~~ to said Wharton, informing him of the compromise, and that the case was to be confirmed by consent went to Jackson, and presented said letter to said Wharton, who accepted him

self highly gratified at the compromise  
~~which~~ the learned solicitors in this  
case have chosen to characterize in  
their Belles' lawless and fraudulent  
-but justice!" Said Wharton then in  
forming this respondent, that it  
was his opinion that the complain-  
-ant could not recover, and  
that said case would be affirmed  
also informing me, what I before  
knew, that he had so written  
White and Wood.

This respondent further answering  
said, that, personally he took no part in  
the setting apart the five slaves which  
the complainant received in said  
compromise, and did not have any  
knowledge of the quality or relative  
value of said slaves set apart for  
him, except Sweet, whom this respondent  
had previously known, and who was  
a very valuable Negro man only  
19 or 20 years of age, and fully as valua-  
-ble as any of said slaves.

After the division of said slaves  
between the complainant, and the devisee,  
the said Henderson and Respondent

received Eleven slaves as stated in  
said Bill ~~as~~ <sup>for</sup> their services, which  
were immediately after divided, he  
tween said Henderson and respondent  
This respondent receiving Dennis, Drury,  
Harriet Betsey, Rhody and John  
and said Henderson receiving five  
as set out in said Bill. But this  
respondent denies that his six slaves  
were worth the price or sum set out  
in said Bill, or that they were worth  
\$1400. dollars more than then received  
by said Henderson. On the contrary  
said slaves were to be equally divided  
and said Henderson took choice of five  
and paid this respondent the sum  
of Two hundred dollars, and in such  
portion his five were considered  
worth that much more than the  
~~five~~<sup>six</sup> received by respondent.

This respondent further answering  
saith that said negro man Dennis is  
about 55 years old, is disabled & is  
chopical and is not worth more than  
seven or eight hundred dollars, and  
his wages have not been worth more  
than fifteen dollars per year.



That said Drefy is over fifty years of age, by appearance near sixty. That she was when acquired by respondent subject to chronic Rheumatism, and was not then worth over five hundred dollars, that about a year after respondent acquired her she had an abscess arising from a canker in the thigh bone, by which her knee became stiff and she has not walked a step except upon crutches for the last two years, and is now of no value. This respondent would willingly give her away to any one who would take good care of her, that for about one year she was worth about \$8. per month, since then she has not done any thing, and has cost this respondent at least fifty dollars in doctor bills, and fifty dollars per year for her support and clothing.

This respondent kept Harriet for a little over two years, or two years and a half, and she was hired out a part of the time at \$8. per month, and part of the time at \$10 per month, respondent paying,

she takes, and feeding, her in clothes  
which was worth at least \$25. per year  
Respondent then sold her for  
the sum of \$925. - Ninety hundred  
and twenty five dollars neat.

Said Slave Betty was about 15 years  
old when acquired by respondent, and  
was small size then, and worth then  
about \$1000. She did not know how to  
cook a wash, and respondent could  
not hire <sup>her</sup> out, but for a few months  
at \$8. per month, and in the fall of  
1860, respondent sold her in New  
Orleans, on one year credit for  
\$1400. - for a city acceptance, which  
this respondent discounted at about  
10% discount. This respondent further  
remembers that Phoebe was about  
10 or 11 years old when acquired by respon-  
- dent, and had been subject to epilepsy  
from her childhood as he was informed.  
She did not know how to do any thing  
and has been kept by respondent, and  
has not been worth more than \$40. or  
\$50. per year. She has not had any fits  
for a year or more, and if, ruling and  
is worth now a \$1000. but if not

is not worth more than half that  
sum. The slave John is <sup>at</sup> light  
Negro, not weighing more than 140 lbs  
but is a valuable boy about thirty  
one year of age, and is worth  
now \$1400. or \$1500. He has been hired  
out most of the time at \$20. per month  
I paying his taxes and finding him  
shoes and clothes. which is worth for each  
of said slaves twenty five dollars per  
year

This respondent further aver-  
-ing saith that said slaves received  
by said Henderson and Champlin  
at the time were not valued by us  
at more than \$10.00, or \$11000. - which  
was in the opinion of respondent their  
full value, and they did not receive  
them as alleged in said bill for  
simply for giving a document, but  
for attending to the settlement of the  
Estate of John Stafford in the Probate  
Court of Green County, for defending  
successfully a suit at law, and  
for defending a suit in Chancery  
in the Circuit Court of Green County  
and in the High Court of Errors

and appeals, and this fee was received  
upon a contract not to receive anything  
if unsuccessful. This respondent denies  
all fraud, conspiracy, and combination by  
which he is charged, and had no hand  
in drawing off the seven negroes which  
complainant got. Two of which were  
received by White Wood further fee  
by some arrangement made with said  
complainant's next friend, Edward B.  
Stafford, and only arranged his fee with  
said Mr. Leod, Rhoda Stafford, and  
John W. Meland, after the arrangement  
was consummated and compromised  
between the parties to the suit. That  
said compromise so far as this respon-  
dent knows or believes was entered into  
~~in~~ good faith by all the parties, with  
no intention of defrauding complain-  
ant but with the intention to secure  
something to him for his support  
and maintenance, and this respon-  
dent believes still that said compromise  
was advantageous to complainant.

This respondent further avowsing  
with that, ~~that he~~ cannot say what  
the agreement was between said

McLeod, and the devisees Rhoda Stoy-  
-ard and John W. Muland,

This respondent denies for himself  
that for the purpose of securing the  
property he ~~received~~, or for any other  
purpose he entered into any agree-  
-ment to prevent this <sup>claim</sup> ~~claim~~ from  
being subjected to any scrutiny of the  
Courts of Justice of the County, or that  
he ever made any false, or fraud-  
-ulent representations, both either as  
to the law or the facts so far as he  
knew or believes, to obtain from the  
complainants Guadiana a solemn  
promise that he would never bring  
suit for any of said slaves mentioned  
in complainants Bill, or for any other  
object or purpose, nor did this respondent  
ever have any conversation with him  
about the terms of the compromise.

The terms were arranged, and entered  
into so far as your respondent is  
concerned with George Wood Esq,  
one of complainants counsel, a highly  
intelligent and learned Lawyer  
and a man of High Character  
for honesty and integrity so far



This respondent further answering  
saith, that he cannot say anything  
about the intelligence of complainant  
guardian, or about his learning  
and learning capacity, but from what  
respondent has seen of him he believes  
him to be a man of sound com-  
mon sense, and this respondent  
avows that he, never did, make  
use of any means to overcome  
and impose upon said Stafford  
nor did the said Hudson, or the  
said White and Wood so far as  
respondent knows or believes, nor  
did this respondent ever exact any  
promise from him, either under  
oath or otherwise to prevent any  
suit being brought for said property  
and this respondent never heard  
of any such "solemn oath" having  
been exacted from him, or taken  
by him, until he saw the charge in  
said bill, and up to this moment  
has he ever heard of anything from  
any other source whatever, and this  
respondent believes the allegation  
to be false and untrue, and

destitute of any foundation in fact.  
This respondent further answers  
saith, that so far as he knows or believes  
said compromise was not fraudulent  
in itself, nor was it intended  
by the parties to it, or any of them  
to defraud the complainant out  
of his rights, and this respondent now  
believes that all of the parties to said  
compromise at the time believed that  
the complainant had no right  
legal or equitable to any of such  
property, but were willing and  
decisive at the time to secure

him a support and maintenance  
and this respondent is strengthened in  
this belief from the fact of the advice  
which his counsel at the time had  
from the Hon. J. J. Wharton their coun-  
sel in the High Court. And your  
respondent avers that said compro-  
mise was valid and binding upon  
all the parties thereto, and ought to be  
adhered to by the parties and held to  
be valid by this Honorable Court.

This respondent, avers that John  
Stafford held all of said slave & span

1837 till his death in 1854, or 1855  
as his own property, adverse to any  
claim of complainant or any  
other person, and such possession contin-  
ued open, and uninterrupted is a bar  
under the statute of limitation,  
of any claim of complainant  
and Respondent prays the same  
benefit of the statute of limitation  
as though he had specially pleaded  
the same

And this respondent having fully  
answered the complainant's bill, it is so  
much thereof as is necessary and matu-  
rial for him to make answer and to  
prays to be here disincumbered with his  
reasonable costs in this behalf sus-  
tained.

W. A. Champlin  
In propria persona

The State of Mississippi In the Chancery  
Harris County Court, April Term 1861  
Personally came and appeared  
before me S. S. Davis, Clerk of said Court  
W. A. Champlin, who being first duly  
sworn and depose

No 53

Edw<sup>d</sup> Stafford  
my next friend  
- my answer of  
Champlin  
W. A. Champlin  
et al

Filed this 15<sup>th</sup>  
day of April 1861  
S. S. H. H. H.

The State of Mississippi Sol;  
To the Clerk of the Circuit & Chancery Court of Harrison  
County in said State

Upon Complainant's entering  
in to Bond with security to be approved of by  
you in the sum of ~~one thousand~~ <sup>one thousand</sup> Dollars conditioned  
as the Law requires, you will issue writs  
of Injunction, against the said John W. Butler  
Defendant in the Bill as prayed for in  
said Bill.

Given under my hand and  
Seal this the 3<sup>rd</sup> day of September 1860.

Wm. Hancock Secy  
Judge & Judicial District  
of the State of Mississippi

~~Amendment~~

That your Orator E. B. Stafford was at the  
time said illegal & fraudulent agreement  
was extracted from him, the Guardian of  
your said Orator E. B. Stafford

2

And your Orator E. B. Stafford in fact  
duly appointed and qualified as the  
Guardian of your Orator <sup>of</sup> ~~as the~~  
by the Probate Court <sup>of</sup> ~~as the~~ <sup>county of</sup> ~~as the~~  
Law



The State of Mississippi. Sot.

This day personally appeared before me, S. S. Davis Clerk of the Circuit and Chancery Courts in & for the County of Harrison in said State, A. C. Glenn one of the Solicitors for Complainant in the foregoing Bill in Chancery, who being duly sworn makes oath and says that the matters and things in said Bill set forth are true to the best of his information & belief.

Sworn to & Subscribed

before me this 1<sup>st</sup> day of Sept 1860

A. C. Glenn

S. S. Davis Clerk &c.

The State of Mississippi Sot:

This day personally appeared before me, S. S. Davis Clerk of the Circuit & Chancery Courts in & for the County of Harrison in said State, A. C. Glenn one of the Solicitors of Complainant in the foregoing Bill who being duly sworn makes oath and says that he has been informed and believes that William St John Elliott Henderson one of the Defendants therein is a non resident of the State of Mississippi.

Sworn to & Subscribed before me this 1<sup>st</sup> day of Sept 1860

A. C. Glenn

S. S. Davis Clerk &c.

(191)

They pray your Honor for the appointment of a  
Receiver to take charge of & hold the same  
and hire the same suit and to have  
the same ready to abide the Decree of this  
Court in the premises.

And as in duty bound your  
Orator will ever pray &c

Roderick Seal &

D.C. Clerk

Solicitors of  
Complaints:

53

Stafford et al

vs  $\frac{3}{4}$

Champlin et al

Exhibit (A)

Filed. October 20<sup>th</sup> 1860

S. L. Davis  
clerk

(3)

Probate Court of Grand County began & held on  
the first Monday the fifth day of September 1836  
in the County of Grand and State of Mississippi at the  
Court House thereof Present the Hon Isaac Moody Judge

D. H. M. & J. M. M. Clerk

John M. Stafford Esq. Sh. ff

Dec. 4th 1836

John Stafford came forward and petitioned  
the Court that an inquest should be called upon  
me Edward Stafford his son and Edw. Lunatic  
in non compos mentis

Whipped order due by the  
Court that twelve good and credible men of  
said County be summoned and empanelled to try  
me Lunatic I did as non compos mentis

Whipped the following jury were  
summoned sworn and empanelled that

Herman Buland Norman M. Lee

Matthew Moody Nehemiah Casart

Allen Cocklin Thomas R. Moon

Martin Moody W. M. Moon

Abraham Buland Angus Moore

John L. Dargles Burnet Cocklin

After sitting to consider of this  
case the following verdict for the above named  
jury have agreed to the following verdict that  
the said Edward Stafford is not a non  
compos mentis to which we subscribe our names  
all the jury named now and then being



2

John Stafford came forward and applied  
to the Court for Letters of Guardianship over  
the person & property Edward Stafford his son  
a non compos mentis. Whereupon ordered by  
the Court that Letters of Guardianship be  
granted over the person and property of said Edward Stafford  
by Judge Daniel M. Davis to Thomas C. Davis  
Securities which was accepted by the Court  
and ordered by the Court that Letters  
of Guardianship be given to said John  
Stafford

You do solemnly swear that you  
will and truly discharge the duties of  
Guardian over the person & property of Edward  
Stafford a non compos mentis, and at some  
future time make to the Court to help you good  
Counsel in open Court

Wm. H. H. Sept 1836

John Stafford

Isaac Moody

A true and perfect inventory of  
the Estate of Edward Stafford a non compos  
mentis of the County of Green State of Miss.

- 1 Phoebe 2. Kiziah 3 Dennis 4 Jany 5 Drury
- 6 Garp, 7 Harriet 8 Edeline 9 John 10 Luke
- 11 Daniel 12 Sam 13 Phil 14 Nancy

John Stafford came forward and  
as Guardian of Edward Stafford non compos  
and made an inventory on oath of  
all the negroes belonging to said Edward  
Stafford non compos which was read  
and ordered to be read



32.  
Stafford et al  
vs  
Champlin et al  
Memoranda of  
Proceedings of Probate  
Court of Green Co  
Miss - filed as  
Exhibit (13) to the  
Bill

Filed October 20<sup>th</sup> 1960  
J. L. Davis  
clerk

<sup>3</sup>  
Ordered by the Court that John Stafford  
Guardian of Edward Stafford (now com.)  
Collect & gather in his possession all the  
personal estate of said Edward Stafford  
except such as is already laid out and  
to true return make to the Court of  
New England

Probate Court

19 Decr 1836. This order was made  
Apparition of John Stafford  
Guardian of Edward Stafford (now com.)  
minutes and petitioned the Court for an order  
to hire out by private contract from the first  
of January 1837 to the best advantage the slaves  
belonging to the said (now com.) which order  
was granted by the Court

John Stafford Guardian of  
Edward Stafford (now com.) petitioned the Court  
for an order to see to the support & provision at  
public auction in the month of January  
1837 by contract of Minerva Stafford  
the Negro boy Stephen the property of the said  
Minerva Stafford

Ordered <sup>also</sup> by the Court that a sufficient  
portion of the cattle of the said Stafford (now com.)  
be sold to satisfy the debt of Minerva Stafford  
wife of said (now com.) in the first week of May  
1837

Ordered that the stock of hogs belonging to  
the said Edward Stafford (now com.) be sold  
to the highest bidder in the 10th of January next  
excepting a comfortable subsistence for his family  
for the space of one year

4

Ordered that John Stafford be  
allowed the sum of six dollars and fifty cents  
for Taxes paid for said (now born) for 1835 -  
1836 as per receipt.

Decemb<sup>r</sup> Term 1837.

This order was made

The State of Mississippi, the undersigned appointed  
Judge Henry B. arbitration in case of  
John Stafford Guardian of Edward Stafford  
(now born) and James H. Daughdrill agent  
for Minerva Daughdrill agent that the said  
James H. Daughdrill pay unto John Stafford  
the sum of six dollars and fifty cents  
This order was heard the 3 Decr 1837

Attest  
Edmund Moody



The State of Mississippi }  
Harrison County }

Know all men by these presents  
that we Edward B Stafford guardian of the person and estate  
Edward Stafford as principal and Rodrick Seal and  
J. C. Green his securities are held and firmly bound  
unto John W Breeland in the just and full sum of one thousand  
dollars for the payment of which sum well and truly to be  
made we bind ourselves and each of us our and each of  
our heirs executors and administrators jointly severally and  
indivisibly by these presents

Signed with our hands and sealed with  
our seals and dated this the 12<sup>th</sup> day of Septem-  
ber A.D. 1860

The condition of the above obligation is such that whereas the  
above bound Edward B Stafford has this day obtained from the  
Honorable William W. Stancok Judge of the eighth judicial district  
the State of Mississippi an injunction enjoining the said  
John W Breeland to absolutely refrain from secreting or removing  
out of this State or beyond the jurisdiction of this Chancery Court  
Harrison County State of Mississippi certain slaves in said  
injunction named until the further order or decree of said  
Court of Chancery as aforesaid

Now if the said Edward B Stafford guardian as aforesaid  
shall well and truly pay all damages and costs which may be  
incurred against him or which the said John W Breeland the  
opposite party may otherwise suffer or sustain by reason of the  
violation of said injunction in case the same shall be dissolved  
then this obligation shall be void otherwise the same shall  
remain in full force and virtue  
and signed sealed and delivered and  
witness affirmed by me this 12<sup>th</sup> day  
September A.D. 1860

L. S. Davis - Clk

E. B. Stafford }  
By J. C. Green }  
Rodrick Seal }  
J. C. Green }  
By J. C. Green }

The State of Mississippi }  
Harrison County }

Know all men by these presents  
at we Edward B Stafford guardian of the person and estate  
Edward Stafford as principal and Rodrick Seal and  
J C Egan his securities are held and firmly bound  
to John W Breeland in the just and full sum of one thousand  
dollars for the payment of which sum well and truly to be  
ade we bind ourselves and each of us our and each of  
our heirs executors and administrators jointly severally and  
only by these presents

Signed with our hands and sealed with  
our seals and dated this the 12<sup>th</sup> day of September  
-ber AD 1860

The condition of the above obligation is such that whereas the  
we bound Edward B Stafford has this day obtained from the  
~~court of the county of Harrison State of Mississippi an injunction commanding the said~~  
the State of Mississippi an injunction commanding the said  
John W Breeland to absolutely refrain from secreting or removing  
of this State or beyond the jurisdiction of the Chancery Court  
Harrison County State of Mississippi certain slaves in said  
injunction named until the further order or decree of said  
Court of Chancery as aforesaid

Now if the said Edward B Stafford guardian as aforesaid  
shall well and truly pay all damages and costs which may be  
~~awarded against him or which the said John W Breeland the~~  
write party may otherwise suffer or sustain by reason of the  
injunction out of said injunction in case the same shall be dissolved  
in this obligation shall be void otherwise the same shall  
remain in full force and virtue  
and signed sealed and delivered and  
witness affirmed by me this 12<sup>th</sup> day  
September AD 1860

L. S. Davis - clw

E B Stafford }  
By Rodrick Seal }  
J C Egan }  
By Rodrick Seal }



The State of Mississippi }  
Harrison County }

Know all men by these presents  
that we Edward B Stafford guardian of the person and estate  
of Edward Stafford as principal and Rodrick Seal and  
D C Egan his securities are held and firmly bound  
unto John W Breeland in the just and full sum of one thousand  
dollars for the payment of which sum well and truly to be  
made we bind ourselves and each of us our and each of  
our heirs executors and administrators jointly severally and  
firmly by these presents

Signed with our hands and sealed with  
our seals and dated this the 12<sup>th</sup> day of Septe-  
-ber AD 1860

The condition of the above obligation is such that whereas the  
above bound Edward B Stafford has this day obtained from the  
Honorable William W Hancock Judge of the eighth judicial district  
of the State of Mississippi an injunction commanding the said  
John W Breeland to absolutely refrain from secreting or removing  
out of this state or beyond the jurisdiction of that Chancery court  
of Harrison County State of Mississippi certain slaves in said  
injunction named until the further order or decree of said  
court of Chancery as aforesaid

Now if the said Edward B Stafford guardian as aforesaid  
shall well and truly pay all damages and costs which may be  
awarded against him or which the said John W Breeland the  
opposite party may otherwise suffer or sustain by reason of the  
suing out of said injunction in case the same shall be dissolved  
then this obligation shall be void otherwise the same shall  
remain in full force and virtue

Bind signed sealed and delivered and  
security affirmed by me this 12<sup>th</sup> day  
of September AD 1860

S. S. Davis - clw

E. B. Stafford. (Seal)  
By Rodrick Seal (Seal)  
D C Egan (Seal)  
By Rodrick Seal (Seal)

53.

Chancery Court  
Harrison County

Edward B Stafford  
vs Minister

W. A. Champlin et al  
Filed Sept-12-1860  
Edwards et al

Staffed by his next friend  
William A. Chapman  
Vernon M. Good  
John W. Blackman

This cause having been submitted to his Honor William McHone, Chancellor for said County & State upon a formal entry of this writ upon the motion of the complainant to take the answer of respondent Edward to be his & W A Champion & John W. McLeod from the files of the Court, for reasons appearing upon the face of said motion & upon the written agreement of these several respondents, which was made to writing & signed by them on the 10<sup>th</sup> of October 1860 & it appearing to the satisfaction of his Honor that these respondents agreed to file their answer to the merits of said Bill on the first day of this Term, & it further appearing that the said respondents had not filed their answer to the merits of said Bill on the first day of the Term

It is therefore ordered adjourned & Decreed  
that said motion be sustained  
& that said answer be taken from the  
Files of this Court, which is accordingly  
done

Accum 23-186.1

Mr Hancock  
Chancellor

E. Stafford by E.B.

Stafford -

by

W. A. Chapman

and they

arr. 7 Oct 1871

Princeton -

The State of Mississippi Circuit Court in Chancery -  
Harrison County  
To the Honorable William M. Hancock presiding Judge  
of said Court:  
The bill of complaint of Norman M. Leod and John  
W. Ireland against Edward Stafford an idiot & his  
guardian Edward B. Stafford of Perry County in  
the State of Mississippi James Wood & Thomas White  
Your orators shew unto your Honor, that in the month of  
September 1860 the said Edward Stafford an idiot by the  
said Edward B. Stafford his guardian and next friend  
exhibited his bill of complaint in the court aforesaid against  
William A. Champlin, William Elliot & John Henderson  
or, your orator Norman M. Leod, your orator John  
W. Ireland, George Wood, Thomas White, William  
Piffin, Walter Denny, Alexander M. Henderson,  
and R. D. McLean and in by the same  
alleged that one Charles Jones of Beaufort District,  
South Carolina, on the 9th August 1805 by writing under his  
hand & seal, gave to his daughter, Rutha Jones, and  
to the heirs of his body after his death, three negroes, slave  
for life, named Phoebe, Katie, and Kizziah, that in  
1807 the said Rutha Jones married John Stafford and had  
issue but one child, viz; the said Edward Stafford (the idiot),  
that shortly afterwards Rutha died; her father Charles  
Jones surviving her and that the said Charles retained the  
possession, use and control of the slaves and their increase  
until he died in 1820: that after Rutha's death, the said John  
Stafford married one Bueland removed to Mississippi  
taking the complainant Edward with him: that the  
said Charles always resided in Beaufort District aforesaid  
until his death in 1820 and never altered or changed the  
disposition or direction of said property as contained in said  
deed: that he the said Charles held the same from the



time of Rutha's death in 1808 to the year 1820 when he died  
as the property of Rutha's only son, to wit; said Edward (the eldest).  
that on Charles Louis' death said complainant Edward became  
entitled to the slaves Phebe, Katy & Kizziah, & mine, by virtue  
of said deed and Charles Louis' possession for said complainant Edw-  
ard after his mother Rutha's death; that after Charles Louis'  
death, said John Stafford obtained possession of the slaves  
then mine in all, in the name, for the benefit and upon the  
right of complainant Edward; and in no other way; that as  
the father and natural guardian of complainant Edward the  
said John Stafford took possession of and brought the slaves to  
Juniata County, State of Mississippi where he held & kept  
possession of them as father & natural guardian until the  
year 1836; that in 1836 complainant Edward intervened  
with one Winnifred & the said John thereupon petitioned the  
Court of Probate of June County for an inquest to test the sanity of  
complainant Edward; that such proceedings were ~~had~~  
that complainant Edward was deemed "non compos mentis"  
and the said John Stafford on his own petition was appointed  
legal guardian of the person & property of complainant Edward;  
that he qualified as such, took the oath and returned an  
inventory of the property in his hands belonging to complain-  
ant Edward, consisting of the following negroes, to wit,  
Phebe, Kizziah, Dennis, Jerry, Dipsy, George, Hamby,  
Eveline, John, Linda, Danna, Fanny, Phoebe, and Nancy;  
that said John Stafford as such guardian hired out the slaves  
and accounted for the same to said Probate Court for many  
years after his appointment in 1836; that the ownership of  
said property in complainant Edward, was not only a matter  
of record, as above stated, but was universally known and  
acknowledged in the community in which he lived;  
and that further by the long, peaceful and unblemished possession  
of said slaves continued & acknowledged by said John  
in Court and of record, & by the whole world for

more than ten years and by the Statute of limitations of the State of Mississippi he (the said Edward) became & was invested with the fee simple and absolute right to said slaves, of all of which the said Defendant had notice by the record as before stated & special notice & full knowledge, that the said John Stafford continued his guardianship over the person & property of complainant Edward down to the year 1855 when he died, that when the said Edward married as aforesaid the said John Stafford fearing the removal of the property and in order to remain in the possession of the same subject to said Edward's legal right, instituted proceedings to annul the marriage on the ground of idiocy & incompetency of complainant Edward to contract marriage, and such proceedings were had that the marriage was vacated & annulled, which was well known to Defendant & that whilst in this condition legally & mentally and helpless and unprotected William Griffin, Walter Derry, Alexander M. Clendon and Norman M. Levi combined & confederated with said John Stafford to cheat, swindle, and defraud said Edward and by a fraudulent collusion with said John Stafford pretended to purchase from him for some trifling sum a portion of the increase of said slaves & took the same into their respective possession, knowing that said John had neither power nor right to sell the same; that each stole hold a portion of the same & refuse to surrender the same; that said Griffin pretended to purchase the boy Sam, worth \$1000 aged 25 years & has had him ten years, that the hire of Sam has been worth \$25 per month since he has had him; that Walter Derry pretended to purchase Amy, that Amy had three children, that Amy's name may be mistaken & her children were small and their names cannot be given, that Derry purchased about ten years ago, Amy & children were worth then \$3000 and the hire of the woman worth \$10 per month; that said woman has given birth to several other children; that Alexander M. Clendon pretended to purchase a woman

whose name is not known to complainant Edward, and several children & some of her children have had issue since; that Norman M. Leod (one of your orators in this cap bill) pretended to purchase the girl Nancy and her children; names and value unknown; the number, names & value of things procured to be delivered; that all was done in collusion with said John Stafford to defraud said Edward; that said John Stafford with a further view to defraud & plunder said Edward made his last will & testament in 1848 and bequeathed all of said Edward's property to his wife Rhoda Stafford for life, with remainder over to John M. Bree Land (one of your orators in this cap bill); and appointed Norman M. Leod (one of your orators in this cap bill) and the said John's wife executor and executrix of his said will; that said John died in 1855; that said Rhoda has since died; that said M. Leod has procured the will & taken letters of administration and taken possession of the following property of said Edward ~~Phoebe, Katy, & descendants~~ of said Phoebe, Katy and Keggiak, viz; Luke, Bill, Smart, Wash, Thomas, Willie, Ellide, Abram, George, Daniel, John, George, Sam, Dennis, Harriet, Keggiak, Emeline, Lenny, Dray, Betsey, Hannah, Mary, Clara, Sarah, Leila, Rhoda, Mary Ann, John and Kelly; that the said M. Leod (orator in cap bill) knew that complainant Edward was the sole, true, legal & rightful owner of said slaves & that he did so solely to entrap said Edward and to defraud, rob and plunder him: And furthermore the said complainant Edward by his guardian & next friend of said slaves in & by his said bill of complaint, to which this is a cap bill, that by advice of friends he the said Edward by his guardian & next friend of said slaves employed the said Thomas White and George Wood attorneys, to file a bill in chancery for him in Greene county Mississippi against said M. Leod & Ducland (orators in this cap bill) and Rhoda Stafford;

to secure his rights: that a copy of it is made Exhibit C; that by some error of law the bill so filed did not present said Edward's rights in the proper legal rights: that defendant Champlin and John Henderson dec<sup>d</sup> father of defendant Henderson were of counsel for defendants in said cause & filed a demurrer; that by decree of court the demurrer was sustained and said Edward by his said next friend & guardian suffered a nonsuit by having his bill dismissed without prejudice; that copies of the demurrer & decree are made Exhibit D & E; that said cause was carried by appeal to the High Court of Errors and Appeals and after a grant said cause was submitted to the court and said court was proceeding to decide said cause in favor of said Edward & had it not been interrupted and arrested by the fraudulent means & machinations of said parties said court would have rendered a decision in said cause entirely affirming all of said Edward's rights & claims: that Defendants Champlin, said John Henderson, White, Wood, McLeid, Beilana & Rhoda Stafford combining and confederating to defraud said Edward, took said matter from the court, & entered into what they pretended to call a compromise of said cause by which they divided among themselves about his entire property; that as to the said Edward's guardian they falsely & fraudulently coerced and wheedled him into a belief that said Edward had no right to said property & thus induced him reluctantly to acquiesce in what was proposed by them confederates: that in said fraudulent partition said John Henderson who died in the year 1857 and said Champlin in opposing solicitors to said Edward secured to themselves the following portion of his property, the said Champlin got Beams, Dupuy, Hammet, Betay, Rhoda and John, and they were worth \$1400 each and in the aggregate \$8400 and would him each for \$20 per month from the time he got possession of them to the filing of said bill; that Henderson got Bill, Mash, Boney, Maltis, Delilah, worth \$1400 each

and in the aggregate \$7000 and each \$20 per month from the time of his possession till the filing of said bill; that said claims are now in the possession of defendant Elliot Henderson; who holds them under his father - the said John Henderson died; that the aggregate value of said Est. a. a. property which there are two counsel second to the matter for simply a giving a denumer amount to the enormous sum of \$15,000; that defendant M. Leed (note in this copy bill) got by said fraudulent division the boy Sam, worth \$1100 and a boy him worth \$20 per month, and that the said M. Leed at same time withheld & kept all the heirs of said claims whilst they were fraudulently in his possession as before stated amounting in the aggregate to \$5000 at least; that said John McCreland (note in copy bill) got in said division, Kizziah, Lenny, George, Daniel, Hannah, Mary, Elsie, Abram, Sabra, Luke, John values & him an alleged to be unknown and of which discovery is prayed for: that ~~James~~ Edward & Edward; our counsel got in said division two claims, Tom & Robert worth \$1400 each and then him worth \$20 per month; and that said Edward got what was left to him, the following negroes, Emeline, Smart, Margaret, George which said negroes are alleged to be refuse & rubbish of the whole stock of negroes, almost worthless and scarcely able to keep themselves: that said Edward & Guardian again emphatically avow that they have reason to believe and do believe that said High Court was about to render a decision affirming said Edward's right when by the fraudulent combination of defendants the court was stopped & induced to enter an order by consent affirming the judgment of the court below, containing said claimant, that all of this appears from the mandates of said High Court made Exhibit C. that said pretended compromise was fraudulent &



solely intended to rob and swindle said Edward: that the same  
was null & void both at law & in equity: that the parties to  
said compromise entered into the same for fraudulent purposes,  
to secure their own selfish advantages; and with full notice  
of said Edward's rights under said deed and by virtue  
of his long possession concealed and consummated the  
same to deprive and rob him of his rights:  
that said parties had no power to make any such  
compromise: that said Edward's negroes have been  
scattered & run off into various hands; that he is unable  
to meet the expenses of suits against each & to avoid anxiety of  
action & as much as all said parties defendant have  
involved & connected themselves in part or in whole with some  
or all of them all fraudulent schemes and arrangements  
said Edward has spread all in their sight; that  
the common right of said Edward may be settled and  
ascertained under said deed & while it & his long posses-  
sion against all at the same time: The said Edward  
by his said Guardian M. J. Freund in his bill sets forth and  
alleges further that after the said division under the  
pretended compromise it was agreed as a part thereof that all  
the former dispositions of said Edward's property should remain  
in as before stated: that the said Edward's Guardian was  
deceived by mistake of law, earnestly and artfully palmed upon  
him; viz; that said Edward had no legal right to any  
said property under said deed or by his long possession:  
By a total misrepresentation of the facts concerning the same:  
the said parties were to hold all they had acquired under the  
compromise & the other defendants were to hold all they acquired  
under said pretended purchases: And there was to be no account  
for loss, increase or profits to any one: that the more effectively  
to consummate their fraudulent practices, to secure their  
fraudulent gains, & to avoid the scrutiny of courts of justice said  
defendant went so far as to seek by false & fraudulent

representations both as to law and fact; ~~to~~ from said Edwards  
Guardian a solemn promise that he never would bring  
suit for any of the claims mentioned in the complaint to  
Edwards bill; that said Edwards Guardian was  
an ignorant & untutored man, was overruled and  
imposed upon by said Chapman, Henderson, (Wood) &  
White, learned & able lawyers: And that they went  
so far as to exact from said Guardian a solemn  
oath to that effect: that they attempted to make use of  
the Court of Justice of the country under false statements and  
fraudulent means, that to give force & effect to such their  
fraudulent intent & purposes reference is made to Exhibit  
E by which they procured the High Court to make a  
decision as upon consent in the premises;  
that Defendant Ireland (notor in this, resp bill) either  
sold, or placed out of the way, the following slaves of  
said Edwards, to wit; Abram, Sarah, Black, and  
Hannah & discovery prayed for: Also that Defendant  
McLann knowing complainant Edwards rights  
has come into possession of some of complainant Edwards  
negroes from said Ireland or some one of their  
confederates, their names, number & value unknown; of  
which a discovery is prayed: And thereupon the said  
Edwards by his Guardian Most friend of record prays that  
said Edwards & Guardian may be decreed to have possession  
of all the slaves enumerated & of any such slaves as may  
be out of the state that he be decreed to have them or if not them  
their value from the defendant removing them and all proper  
interest and a reasonable hire from each, & that an account be  
taken between each defendant and complainant Edwards,  
for hire & that he have a decree for the same; that all  
said sales, compromises and transfers ~~shall be~~  
~~rescinded~~ be set aside and annulled; and if  
the right prayer is not made that then such relief

be granted as the merit of the case demands:  
Thus your orators in this their cross bill shew the grounds of  
complaint as they are set forth and alleged by the said Edward  
Stafford by his Guardian & next friend E. B. Stafford  
and the relief prayed for to the end that your orators  
may meet each and every material allegation  
in the said bill contained, and bring the merits of  
the whole cause before your Honor and put them-  
selves before your orator in & by this their cross bill  
in such positions as to pray for and obtain such  
relief in the premises as to your Honor may seem  
meet and proper under the circumstances and according  
to the true merits and equity of their case; Your orators the  
said McLeod & Ireland show that as yet no deposition  
has been taken in the cause and no act done which will prevent  
this their cross bill from moving along towards a hearing at  
the same time with the said original bill, and your orators  
implying the same do not desire thereby to delay the progress  
of the cause; but they desire only to set the true merit and equity  
of the cause before your Honor and that their cross bill should  
proceed at the same time to a hearing with said original bill  
and they pray that both the original and this their cross bill  
shall be heard and determined at one and the same  
time and that such adjudication and decree be made  
as the cause upon its merits thus presented shall require  
Your orators shew that this present cause of complaint Edward  
by his said Guardian & next friend E. B. Stafford is the kind suit  
instituted for the slaves which came to the possession of your  
orator McLeod as the Executor of the last will & testament of John  
Stafford deceased and the second against your orator Ireland  
as the legatee in remainder in said last will & testament; that  
the second suit which was in Chancery in the County of  
Green in the State of Mississippi was settled by compromise  
as will hereinafter be fully shewn: Your orators here briefly shew

that said compromise was made and entered into by the parties concerned, the said Edward B. Stafford the Guardian and next friend of said Edward Stafford included, calmly, deliberately, advisedly, freely and voluntarily and as to your orator, said compromise was made in perfect good faith towards the complainant Edward and his said Guardian & next friend E. B. Stafford and in confidence of the good faith of said E. B. Stafford and that it was and that it would be a final settlement of all controversy & litigation about the subject matter involved; And that the pretence on the part of said E. B. Stafford of being coerced, wheedled, deceived and reluctantly forced into the same is not only untrue; but both untrue and a fraud on your orator; And that the attempt made by the complainant Edward's bill to impeach the said compromise for such cause or for want of authority on the part of complainant by & through his said Guardian & next friend & counsel to make said compromise, is in bad faith, and is a fraud upon your orator: The said complainant by & through his next friend & Guardian E. B. Stafford & his counsel proposed the compromise, and made and entered into it as having authority, and received the benefit thereof and your orator pray that they be compelled to stand to, abide by and perform the same: Your orator further shew the condition of your orator Norman M. Lead in reference to the property mentioned which came to his hands as the Executor of the last will & Testament of said John Stafford has been materially changed by the said compromise; that by reason of the settlement of the litigation about the property in his hands as such Executor and of the confidence which your orator had in the same as a settlement of his disputes your orator has parted with all of said property with the exception of the reservation hereinafter spoken of, retained by him by and

with the agreement and consent of Rhoda Stafford  
and John M. Beeland, as compensation for the  
services rendered as Executor, in the place and stead of  
commission; And your orator John M. Beeland has,  
by reason of the same compromise and his confidence  
in its good faith & the good faith of complainant through his  
said Guardian & next friend and their counsel in  
entering into and making the same as an end of  
litigation, parted with certain of said claims which came  
into his possession as legatee as aforesaid, as will be hereafter  
more at large stated;

Your orator further shows that <sup>the</sup> cause so compromised as  
aforesaid was instituted by the said Edward Stafford by his  
next friend & Guardian the said Edward B. Stafford  
in the Chancery Court of Greene County in the State of Missis-  
sippi at the May Term 1856 against your orator,  
against your orator M. L. Lee & Co. Executors of L. L. Stafford  
deceased and your orator Beeland as legatee in  
remainder and Rhoda Stafford legatee for life now  
deceased; that in & by his said bill, the complainant alleged  
that Charles Jones of Beaufort District of South Carolina  
on the 9th August 1805 by his writing under his hand & seal  
gave to his daughter Rutha Jones, and the heirs of her  
body after his death three negroes Phoebe, Katy and Hajiah;  
that said instrument was duly proved & recorded in the probate court  
in Beaufort District South Carolina; that in 1807 the said  
Rutha married said John Stafford, that complainant was  
born of the marriage & the only child; that in 1808 Rutha died,  
that Charles Jones survived her, that after Rutha's death  
said John Stafford married one Beeland and  
moved to Mississippi bringing complainant Edward  
with him; that in 1820 Charles Jones died in Beaufort  
District aforesaid; that he had never altered his disposi-  
tion of said negroes; that on Jones' death complainant



Edward became entitled to the slaves in his own right as heir of his mother Rutha; that William Stafford a kinsman obtained possession of them as such; that said John Stafford father and natural guardian of complainant Edward received said slaves then nine in number from the said William — and removed them to the county of Decatur in the State of Mississippi; that he kept possession of them as natural guardian until the year 1836; that complainant was about to marry & thereupon John Stafford became guardian over complainant Edward as of "non compos mentis"; that he returned an inventory of fourteen negroes as the property of complainant Edward; that complainant's marriage having been consummated, the said John as his guardian had the same annulled and then for the first time began to claim complainant Edward's negroes as his own; that said John died in 1855; left a will, gave all his estate to Rhoda Stafford his wife, reserving to himself Ireland; that Norman Milled posed the will, took out letters of administration and claimed said negroes and issues which were in John Stafford's possession at his death as the property of said John's estate; to wit; Lekey, Bill, Susan, Mark, Thomas, Willis, Ellise, Abraham, George, Daniel, John, George, Sam, Decker, Harriet, Keyjah, Elizabeth, Sam, Mary, Beloy, Harriet, Mary, Cara, Sarah, Leila, Rhoda, Margaret, Sabra & Betty. And in said will complainant Edward prayed for the delivery of said negroes and for an account of him &c. and for general relief: that a demurrer to said will was filed; the demurrer to said will was sustained & the will dismissed, an appeal taken by said complainant Edward and the compromise made as aforesaid. ~~Both parties~~ show that the complainant Edward and his next friend & guardian are the same complainant & next friend & guardian in both of said cases; that your orator's Milled and Ireland are the same in both cases, the alleged deed of Charles Long and

the claims mentioned as coming to your orator <sup>W. Wood</sup> & executed the same in both cases, and your orator shew that the said matters of controversy were settled as aforesaid and that all of the complainant Edwards allegations, relative to the interruption & arrest of the High Court of Errors & Appeals by the fraudulent means & machinations of your orator and of their co-defendants in their conduct and decision of said cause, are devoid of the least color of truth, and the allegation in said bill that said Champlin, Henderson, White, Wood, your orator, and Rhoda ~~Stafford~~ combined & confederated together to defame said complainant are utterly devoid of truth; and the allegation that they took said cause from said Court in fraud of his complainant Edwards right is wholly untrue; and the allegation relative to the coercing & wheedling of the said complainant & next friend & Guardian Edward B. Stafford into a belief that complainant Edwards had no title to the negro ~~was~~ <sup>is</sup> wholly untrue; and that said complainant & next friend was thus induced reluctantly to acquiesce in what was proposed by your orator & co-defendants is wholly untrue; the allegation that said Guardian & next friend was deceived by a mistake of Law which was earnestly & artfully peddled upon him is wholly untrue; that your orator with others as charged with bill sought by false & fraudulent representations both as to Law & fact to obtain from said Guardian & next <sup>friend</sup> a solemn promise that he would never bring suit for any of the claims mentioned is wholly untrue; the allegation that said Guardian & next friend was imposed upon, or overawed by said Champlin, Henderson, Wood, White or by any others of the parties mentioned in said bill is without foundation of truth and wholly untrue; that they exacted an oath from him is devoid of truth; and

to the contrary of all the misrepresentation in complainant bill to which this is a cross bill relative to the interference with the High Court, the imposition on, coercion, wheedling, deceiving and overawing of said next friend and guardian, the first proposal of a compromise & settlement came from said guardian next friend and complainant's counsel; your orators went into it at their instance; that said guardian next friend and counsel of complainant entered into the same deliberately as having full right & authority to enter into it rightfully and by their action in it to make it effective and binding on the said Edward Stafford and your orators went into the same in confidence & trust that they acted in good faith and that their act in the premises would be sufficient surety for the compromise & settlement to be an end of controversy - The pretences set forth in the bill of complaint that said guardian next friend was deceived, imposed on, overawed and wheedled and brought reluctantly into the compromise are without the least color of truth and your orators advert to the fact that said bill is not verified by the affidavit of said Edward Stafford and that the Circuit Court in Chancery of Greene County in the State of Mississippi is the court wherein the said complainant brought his suit & of & said and wherein the files and record of said cause are deposited and the Probate Court in said county is the place wherein the files & record of the proceedings of said John Stafford as Guardian of said Edward are deposited; that the said complainant next friend & guardian rested upon said compromise & settlement and in the enjoyment of its benefits to said Edward for more than three years after said compromise & settlement before the bill to which this is a cross bill was filed; and your orators show that from the commencement of said suit in the Chancery Court in Greene County aforesaid to wit; May term 1856 more than four years elapsed before

the commencement of the cause in which this is a cap-bill: And from the qualification of your orator Norman M'Leod as Executor as of a good man more than five years had elapsed all of which your orator set forth as a bar to the prosecution of this cause and which together with the matters & things set forth as above your orator set forth as evincing the fraudulent attempt of said pretended next friend & Guardian Edward B. Stafford or other confederates with him and through him to disturb said compromise & settlement; for the chances of using the idiocy of said Edward and of availing themselves of the falsely asserted dereliction of duty by said Guardian to their own profit.

And now your orator will proceed to answer those matters & things of said bill not answered above under protest however that they do not thereby waive the said compromise & settlement, and lapse of time as bars to complainant's suit:

Your orator John M. Ireland was about twenty five years old was then an infant adopted by said John Stafford as a son and brought up in his family and your orator M'Leod has been acquainted with said John for twenty years and more. That running back as far as the memory of your orator Ireland, and the acquaintance of your orator M'Leod extends they say that John Stafford was in possession of certain slaves which he possessed, used and controlled as his own and exercised over them all acts of ownership: that from time to time he sold some of them and that of those which he did not sell remained in his possession at his death in 1856, that the names of those which were in his possession at his death are as follows, to wit; Dennis, George, John, Daniel, Sam, Bell, Smart, Mark, Luke, Thomas, Willis, Edick, Abram, George, Higgins, Emeline, Deasy, Loring,

Bara, Sarah, Rhoda, Margaret, Sabra, Kelly, Mary, Betsey, Adeline,  
Lily, Harriet in number twenty nine. Many of said negroes were  
at the death of said John young yet they may be designated as the same  
family of negroes & increase which said John had in his possession as far  
back as your orators memories run and according to their best information.  
Whether the said John brought the original stock from South Carolina  
your orators can only say that it was so reputed and understood,  
and the family of said John was composed of his wife Rhoda who as  
it was ~~generally~~ understood in the family was before marriage named Ireland,  
and the complainant Edward Stafford who was always regarded as  
the said John's son by a former wife, who your orators from the  
same family history suppose to have been Rutha, the alleged daughter  
of Charles Lums. As to the gift by Charles Lums to his daughter Rutha  
in the year 1805 of the three negroes named in the bill your orators are informed  
only by the pleadings and records referred to in the said suit instituted by said  
Edward by his said next friend & guardian. And your orators will abide  
by such proof and authentication of the same as a matter of record  
requires. Your orators pray the liberty of controverting the conclusion of law  
drawn by the complainant in his bill in favour of himself as the only son &  
child of said Rutha; and to say under advice that the legal effect of said gift as  
a deed of gift was to vest the property in said John Stafford. The allegation  
that Charles Lums held the said negroes after the death of his daughter Rutha to his  
own use as the property of complainant your orators have no information of, except as  
alleged in the bill and <sup>they require proof of the same -</sup> ~~from that, they deny the truth of the allegation~~. Your orators  
are not informed as to the alleged fact that said John Stafford obtained posses-  
sion of the same & their increase in the right of said Edward as his father and  
natural guardian except as the same is alleged in the bill of complaint.  
And as to the allegation that said John held & kept possession as father  
of the same



and natural guardian - in Mississippi - until the year 1836 your orator  
McLeod, whose memory only of your orator extends back to that date, says, that  
the holding possession of said slaves by said John was that of absolute owner  
so far as his acts could indicate up to the years 1836 and 1837 when  
such proceedings relative to said Edwards identity and his guardianship  
as are matters of record in the Probate Court of Seena county took place  
and the proceedings in the Superior Court of Chancery of Mississippi at  
Jackson relative to said Edwards marriage and its disposition  
took place. And your orator adopts the records of said court relative to  
said matters as containing the acts done by said John and  
the proceedings and decrees of said courts and pray that said records  
may be admitted on due authentication. Your orator shew in connection  
with said proceedings in the Probate & Chancery courts, that the decree of the  
Chancery in the said suit which annulled complaint in said marriage  
was as your orator are informed  
off filed by said John in the Probate Court of Seena as evidence to said  
court that complainant Edwards had no right or title under  
said deed of gift from Charles Jones to Peter Jones and  
that said John Stafford continued to hold, claim and possess  
said slaves even after as his own property. Having never compared  
and exhibit B of the bill with the records of the said Probate Court your orator  
cannot admit it to be a true copy. They pray for such authentication only as is  
by law required. The complainant's allegation that said John as guardian of  
complainant had out said slaves and accounted for the same to the Probate  
Court for many years after his appointment in 1836 is, <sup>as your orator on information believe to state</sup> untrue; the alleged  
fact that complainant's ownership was not only a matter of record but was  
universally known and acknowledged in the community is untrue  
and the allegation that complainant Edwards ownership was acknowledged  
by the said Stafford in court & of record by the whole world for more  
than ten years is, untrue; your orator McLeod however says that at some early day as he believes

After 1836 or about that time he heard some surmise in the neighborhood  
that the negroes belonged to complainant.  
He says that is wholly untrue ~~that~~ <sup>it is</sup> alleged as matter of record  
you orators pray ~~that~~ <sup>they</sup> may be proved by the record. Your orators  
deny that said John Stafford held said negroes as the guardian of  
said Edward, or hired them out as such, or accounted with the Probate  
court for such hiring, or as such guardian for ten years as alleged or  
for many years as in another part of the bill is alleged or for any number  
as your orators ascertained and as they believe.  
of years or for any time whatever. ~~But your orators~~ <sup>as they believe</sup> show that  
such inventory as said John made was out of caution for the protection  
of such interest as said Edward might have (if any) in said  
slaves and that after said John's precautionary views were  
satisfied by the decree of the Chancellor in 1837 in the suit annulling  
said Edward's marriage, the said John never did treat said  
slaves as the property of complainant, never acted in reference to them  
as guardian but as absolute owner, and complainant's allegations  
to the contrary are without color of truth. And at all times previous  
to said year of 1836 the said John held and used said slaves  
as owner and not as guardian according to your orators  
best information. The allegation that John Stafford continued his guardian-  
ship over the said slaves as the property of said Edward to his  
death in 1855 is untrue and to the contrary said John had  
sold some of them as owner and made his last will & testament and  
shrewdly disposed of the rest of them as the absolute owner.  
The allegation that defendant William Griffin, Walter Denny, Alexander  
McClendon, and Norman McLeod combined and conspired  
with said John Stafford to cheat, swindle and deprive said Edward  
out of his right, your orator Norman McLeod says is wholly untrue and  
your orator Shuland believes the same to be untrue.  
With the alleged purchases by Griffin from said John Stafford and

by Deeny and by M. Clendon from said John your orator M. Leod had  
no connection with nor interest in the same. Your orator M. Leod purch-  
ased of said John Stafford a slave a girl aged 13 years for the sum  
of five hundred dollars on the 11<sup>th</sup> day, 1847, a full and fair consideration  
that he kept her till March or April 1855 when he exchanged her and her two  
children born child in your orator M. Leod's possession for other property;  
that at the exchange one of her children was <sup>about</sup> three and the other <sup>about</sup> ~~two~~ <sup>one</sup> year  
old & the children at the time of the exchange were worth about  
Eleven or Twelve hundred dollars; her hire child in your orator's possession  
was not worth more than \$4 per month. Your orator M. Leod denies all  
combination and confederacy with said Deeny, Deeny, M. Clendon  
and John Stafford or with any one or more of them. Your orator said  
purchase was in good faith, of said John as owner and without notice of  
said Edward's right if any he had. The said girl was named Nancy &  
her children Emanuel & Abe. The alleged collusion with said John Stafford  
your orator M. Leod denies. The allegation that John Stafford made his will  
with a view to defraud & plunder said Edward is according to the best  
knowledge, information, & belief without color of truth. Your orator M. Leod did  
prove the will and qualify as Executor and as such came to the possession  
of the slaves mentioned above under the belief that they were the property of  
said John at his death and that he had the right to dispose of them by  
his last will & testament and without the slightest idea of wronging said Edward  
your orator became Executor and complainant allegation that your orator  
M. Leod knew that said negroes belonged to said Edward is untrue and  
After your orator M. Leod had become executor of said John Stafford's will, the  
complainant Edward by his said next friend & guardian instituted  
his suit at law for the recovery of said negroes in the Circuit Court of  
Greene county, which suit was defeated and thereupon the complainant

by his same next friend & guardian - Edward B. Stafford instituted his suit in the Circuit Court in Chancery of said Greene county as above set forth; which suit is mentioned in the bill of complaint to which this is a copy bill and is referred to therein as Exhibit C. The complaint's allegation that the bill in said case was hurriedly drawn, the alleged error of law, which it is pretended crept into said bill, the pretence that said Edwards' rights were not presented in their proper legal right; are all mere pretences, without truth; and are matters with which your orators had no connection and for which they were not responsible; but your orators show, that said matters were between complainant & his guardian and their counsel - your orators however show that said alleged matters are a mere fraudulent pretence as your orators believe. The said cause has already been referred to above and the proceedings in the same related. The said complaint by his said next friend & guardian notwithstanding the above pretences carried said cause by appeal to the High Court of Errors & Appeals. The allegation that said court was proceeding to decide said cause in favour of said Edward (your orators answering from belief say) is untrue. The allegation that the defendant in said cause interrupted or arrested said court by fraudulent means & machinations is untrue. That said court would have decided in favour of said Edward; your orators answering from belief say is untrue. The alleged combination and confederacy between defendant Chapman, said John Henderson deceased, defendants White & Wood, your orators McLeod & Shuland, and Rhoda Stafford, are utterly false: that they combined & confederated for the purpose of depriving said Edward of his legal right & his property or of any part of his rights or his property, is untrue: that they took said matter from the court for the purpose alleged is untrue. The allegation that "they entered into what they pretended to call a compromise by which they divided among themselves almost his entire property" is untrue: As to the compromise your orators have already related the facts, to which

your orators refer for the truth and as a reputation of the repeated charges of  
combustion, confederacy, robbing, swindling, and of all charges of fraud  
in whatever shape it is charged alleged. Your orators will add however  
that said compromise was first moved by said complainant  
and counsel. Your orators came into the same for the sake  
of peace & settlement of the controversy and a willingness that  
said Edward should be provided for out of the slaves. Your  
orator M. Leod was merely the Executor of said John's will and  
it was only as executor that he was interested and only as executor  
that he was benefitted by said compromise. As Executor he desired  
to have litigation ended and to settle the estate. It is untrue that  
he entered into the same in any other capacity or for other purpose and  
your orator Ireland came into the same for the same considerations  
of peace and an end of controversy. Rhoda Stafford was then in life  
& now deceased. The allegation that said defendant "falsely & slanderously coerced  
and wheedled said Edward B. Stafford" into a belief that said Edward had  
no right, is false. It is not true that said Edward B. Stafford was  
coerced or wheedled, or induced by misrepresentation or coercion to come  
into said compromise. And your orators show that said Edward B.  
Stafford did acquiesce in said compromise as is shown by their  
said bill of complaint; and that the pretence of his being coerced, & wheedled,  
is untrue and a fraud; and your orators ~~again~~ <sup>again</sup> prove themselves.

Your orators show that the slaves which went into the possession of defen-  
= dant Champlin and the said Henderson, went into their possession  
as the fee stipulated for between them as counsel and Attorney ~~by~~  
your orator M. Leod as Executor as aforesaid & said Rhoda as a your  
orator Ireland. Their fee was stipulated for at the beginning of  
the complainant's controversy about the slaves. Said slaves



which  
were the only resource out of the fees incident to law suit could be paid  
and the agreement with said Champlin and Henderson was condi-  
tional. In case of defeat they were to charge no fee and in case  
of success they were to have one half of the claim. This agreement  
was made in the year 1855 and under this agreement they received  
such of the negroes as went into their possession. The fee may be  
large but it was such as was required and such as your orator  
M<sup>r</sup>. Leod as Executor, after the consent of said Rhoda Stafford and  
your orator Preland was given, agreed to. The engagement on  
the part of said Champlin & Henderson was general and embraced all  
litigation then existing and all afterwards to arise about the same negroes -  
Your orator M<sup>r</sup>. Leod denies the allegation that he obtained the  
boy Sam by virtue of said division or by reason of his being a  
party thereto. Your orator M<sup>r</sup>. Leod in settlement with said Rhoda  
Stafford & John W. Preland as the legatees for life and legatees in  
remainder in said John's will, did receive or rather retain  
the boy Sam and the hire of the claim which had accrued in  
his hands as Executor; as compensation for his services as Executor  
in the place & stead of satisfaction of commissions or allowance  
by the Probate Court; <sup>by the agreement of said Rhoda Stafford & John W. Preland</sup> this was done by the agreement and consent  
of both the said Rhoda Stafford and your orator John W.  
Preland. Your orator M<sup>r</sup>. Leod has the said boy Sam still in his  
possession. The hire of said boy exclusive of taxes, clothing, shoes, &c. would  
not have been more than one hundred & seventy five dollars per year for  
the time your orator has had him. Your orator M<sup>r</sup>. Leod after he took said  
claim in hand as executor held them up to the compromise of said  
which was on the 7th July 1857, the hire of Dennis your orator M<sup>r</sup>. Leod will  
estimate at \$180; George \$240; John \$240; Daniel \$240; Sam \$240; Bill

\$180; Sarah \$180; each at \$6 per month for one year & the rest of the time at \$8 per month. Luke & the women & children were left in the possession of Rhoda Stafford to carry on her little farm & to make a support except the following, which were hand out in the fall, to wit; Mary at \$6 per month; Betsey at the same, Adeline at \$5 Liley at \$3 & Hammet at \$8 per month. A part of the hire could not be collected, and expenses incurred by some of the negroes, running away from their places, and the taxes, shoes & clothes were paid for & found by your orator M. Lee. And your orator M. Lee shows that he as executor as aforesaid paid to said Edward B. Stafford for the support and maintenance of said Edward, a part of the time \$38 per quarter, and a part of the time \$37 per quarter, <sup>the vouchers will show -</sup> under said will & the order of the Probate Court fixing the amount. Your orator John M. Ireland did not come to the possession of any of said negroes at said compromise nor by ~~the~~ <sup>the</sup> alleged division. He did not come to the possession of any of them till the death of Rhoda Stafford which happened on the 17th Nov. 1858. On her death ~~the negroes came to the possession of Luke, Daniel, George, Kizziah, Lenny, Mary (who now has a child lately born), Hannah, Sabra, Ellick, and Abram.~~ The four last, to wit; Hannah, Sabra, Ellick and Abram your orator sold to R. D. M. Cannon for the price of \$2800 in February or March 1860. The hire of said slaves your orator Ireland supposes would be worth, for Luke, Daniel & George, \$20 per month each; Kizziah not more than support, Lenny \$5, Mary \$8 per month when well, but said Mary has been sick a great deal and consequently not worth said sum for the whole time. The negroes sold to M. Cannon your orator Ireland supposes to be worth about \$21 per month all together. From the estimate of hire aforesaid, taxes, clothes, shoes, & time from sickness not taken. The proper deduction for each your orator supposes would be \$25 per year. As to the charge that said Wood and White received Sarah and Tom your orator says that they received them as your orator understood ~~from said parties~~ (complaints to guardian & next friend and

their said counsel) and their fee in the cause from said complainant & said Edward B. Stafford, both of said slaves formed a part of the selection made for said Edward under the compromise; And your orators show that they had no concern in said White & Wood's obtaining of said negroes and that it was between said complainant Edward & guardian of the said Wood & White. ~~But~~ your orators show that by the terms of the compromise, <sup>seven negroes, and five hundred dollars</sup> ~~one fourth part in value of said negroes~~ was agreed upon as the portion to be assigned to said Edward and that said Edward B. Stafford who was well acquainted with the negroes made the selection for said Edward; That the number of negroes was 29 and seven were selected out of the whole number and the sum of five hundred dollars was paid by your orator Miller as Executor to him, the said ~~Edward~~ <sup>George Wood Esq.</sup> ~~Edward~~ <sup>George Wood Esq.</sup> ~~of the~~ <sup>of the</sup> ~~value of said slaves~~ <sup>value of said slaves</sup> which sum by the direction of said ~~George Wood Esq.~~ <sup>George Wood Esq.</sup> ~~was paid to him~~ <sup>was paid to him</sup> ~~and the negroes so selected~~ <sup>and the negroes so selected</sup> and the said sum of money were received as payment and satisfaction of the said Edward's demands and in completion of said compromise & settlement of all controversy. The allegation in the bill to which this is an answer, that the slaves which were left to said Edward were refuse and the rubbish of the whole stock is untrue: the slaves so selected were fully of equal average value with the rest of the negroes and with the sum of money paid as aforesaid they were fully equal to one fourth of the whole. The repeated allegation that the High Court of Errors & Appeals was stopped in their labors and induced to enter an order affirming the judgment below, by the fraudulent combination of said defendants is without color of truth. Your orators have already fully set forth the truth in relation to that matter and they show the fact to be that said compromise was finished and completed on the 7th

day of July 1857 whilst the said appeal was still pending in the said High Court: that said complainant by his next friend & guardian Edward B. Stafford and his counsel moved the said compromise, agreed to the terms thereof, and received the benefit of the same and that in fact the said Edward, his next friend & counsel, by their full and complete action in the premises left nothing further for reference, nothing to be settled by award or umpirage, nor by rule or action of court; and did in fact avail themselves by their own action of the power and of the benefit given and provided for by Act of the Legislature of Mississippi entitled "An act concerning arbitration and awards". The said cause was then pending and undetermined in the hands of the Judges of the High Court and it continued pending & undisturbed by said court till the October term 1857 and at said term the said Court after the compromise, agreement & settlement of the controversy by the said parties made their decree in said cause as shown by the record: and that the object of the parties litigant is shown in the decisions of the Court: Your orator shew that the pretence that said "Guardian Edward B. Stafford was deceived by a mistake of law which was earnestly & artfully permeated upon him," is utterly false; the allegation that "by false & fraudulent representations a promise was obtained from said guardian that he would never bring suit for any of said claims, is utterly false: that a solemn oath was exacted from him as alleged is false: that said compromise was intended by defendant to defraud complainant is false; that defendant attempted to make use of Court of Justice under false statements and fraudulent means, is false: "

Your orator further shew that complainant's bill of complaint has not been sworn to by said Edward B. Stafford

- he in said Oath, told the same from the

and no reason is assigned why he did not verify the same. Your orators further shew that said Edward B Stafford and George Wood and Thomas White are bound, each for himself on his oath, to say, that the matters & things set forth in said bill and denied in this cross bill in relation to said compromise are untrue, and that what is in this cross bill alleged as true in reference to the same is true. And your orators pray that they may be compelled to answer all and singular the matters & things set forth in this cross bill: Your orators shew that the said bill of complaint is an attempt to take advantage of the fact that said settlement was not incorporated in & made a part of the decree of court of record and the pretended want of power to make the compromise and the pretended coercion, wheedling, deceivings &c. of said Isaac as the means of fraudulently unsettling said settlement and stirring up fresh controversies, which have been settled. All of which actions and doings are contrary to equity & good conscience and tend to the fraud of your orators: In the end that your orators may be relieved by decree of this court, they pray that said Edward Stafford & Edward B Stafford of Perry county in Mississippi and George Wood and Thomas White of Greene county Mississippi be made defendants to this cross bill and that the writ of subpoena issue to them to answer and that your Honor will give such relief in the premises as the nature and circumstances of this case

in relation of said property as contained in said deed: that he the said Charles held the same from the



regime: and for  
been entered in this cause against your orators which  
if not set aside so that your orators may be admitted to their  
defense by answer may inflict and if acted on by the court  
will inflict irreparable injury and damage on your  
orators they pray that the said decree pro confesso be set aside  
and that this their cross bill be received as their answer  
as well as their cross bill: Your orators aver that this their  
cross bill contains a full answer to all the matters set  
forth in the bill and furthermore that no ~~deficiency~~  
has been taken in the cause and this answer  
cross bill can move on to a hearing at the same time  
with the original bill and as one and the same  
cause.

Richard Erving counsel  
for Defendants McLeod & Sheldahl

... or direction of said property as contained in said  
deed: that he the said Charles held the same from the

The State of Mississippi } Personally appeared before me John Cowart  
} An Acting Justice of the Peace in and  
for Green County State of Miss.  
Norman M. Leod one the complainant in this cap. bill and a defendant  
in the original bill of complaint, who being duly sworn saith that  
the matters and things set forth in the above cap. bill are true as of  
his own knowledge at the time and the rest he believes to be true  
Norman M. Leod  
John Cowart: J. P.

The State of Mississippi } Personally came before me John Cowart  
} An Acting Justice of the Peace in and for Green  
County and State aforesaid  
John W. Breland who being duly sworn saith that the  
matters and things set forth in the above cap. bill are true  
as of his own knowledge at the time and the rest he  
believes to be true.  
John W. Breland  
John Cowart: J. P.

Stafford vs. Stafford  
vs.  
Champlin & als.

Wrop Bill of M. S. D.  
r Breeland -

Filed July 18th 1864  
D. L. Harris

OU

John Stafford for  
Edward Stafford  
Edward B. Stafford  
Geo. Wood &  
Thos. White -

The State of Mississippi }  
Harrison County }

Chancery Court of Harrison

County To October Term 1861

To George Wood and Thomas Whiting

You will please

take notice that the complainants have this  
day filed in the office of the clerk of the  
chancery court of Harrison county Mississippi  
original interrogatories to be propounded to  
William Crawley of which the annexed is a true  
copy and that after the expiration of twenty days  
from the date hereof the complainants will serve  
out a commission directed to the Mayor of the  
city of Mobile State of Alabama to take the  
depositions of the witnesses above named  
upon the annexed interrogatories in the  
mean time you can file cross interrogatories  
if you think proper.

Geal and Thomas

Sol for Compt

Sept 8th 1861

To the Sheriff of Green County  
execute and return

L J Davis

clw

Stafford by his next friend  
1853.

William Abbe  
Norman de Leod  
& John W. Bueland

The Petitioner for the Complainant  
must be bound for a sum of \$1000  
against these defendants for the want  
of an answer. It appearing to the  
Satisfaction of his Honor the Chairman  
that these defendants had failed to file  
an answer, & that they are insolvent  
for them

It is ordered and adjudged  
that the Petitioner & his  
Set forth in said Bill against  
these defendants be taken as confessed  
Dated April 23

Wm. H. Hancock  
Clerk of the Court



Stafford by mouth

o

W A Chapman  
Mm an s. d. d.

John W. B. B. B.  
P. W. C. B. B.

To the Hon William M. Hancock Judge  
of the 8<sup>th</sup> Judicial District of the State of  
Mississippi, in Equity proceeding at Miss  
issippi in and for Harrison County in said State.

The Bill of Complaint of Edward Stafford who is an  
Idiot and has no legal mind  
Guardian and next friend Edward B. Stafford both  
Citizens of Perry County in said State of Miss  
issippi

Complainants

against

William A. Champlin, a Citizen of Harrison  
County in said State

2 William Elliott St John Henderson who claims  
to be a Citizen of the State of Louisiana

3 Norman McLeslie a Citizen of Greene County &

~~State of Mississippi~~

4 John M. Boerland also a Citizen of Greene  
County in said State

5 George Wood also a Citizen of said Greene  
County in said State

6 Thomas White also a Citizen of said Greene  
County in said State

7 William Griffin a Citizen of Jackson County  
in said State

8 Walter O'Leary also a Citizen of Jackson County  
in said State

~~9 Alexander McChesney a Citizen of Jackson~~  
County in said State &

10 Ransom McCana a Citizen of Greene County  
in said State

Defendants

Respectfully shews unto your  
Honor, that one Charles Jones of Beaufort

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District, South Carolina on the 9<sup>th</sup> day of August 1805-  
by writing under his hand and seal, gave  
to his Daughter Rutha Jones and to the heirs  
of her body after his death, three negroes,  
Slaves for life, named as follows, Phoebe,  
Katy and Keziah, all of which will  
appear by a true copy of the original of said  
Deed hereto annexed marked Exhibit (A)  
and prayed to be taken as a part of this Bill.  
The said Deed was duly proved & recorded  
in the proper Court of Beaufort District  
in South Carolina. Afterwards viz in the  
year 1807, they state that Rutha Jones interm-  
arried with one John Stafford and had  
issue by him but one child, viz; James  
Orator Edward Stafford. Shortly after this  
they state that said Rutha Jones Staffords  
deid, her said Father Charles Jones surviving  
her, the said Jones retaining possession <sup>and control</sup> of  
said Slaves & their increase until his death  
which occurred some time in 1820.

They further state that after  
the death of said Rutha Jones, the said John  
Stafford intermarried with one <sup>Breland</sup>  
and removed to the State of Mississippi taking  
young Orator Edward with him.

As above stated the said  
Charles Jones died some time in 1820 in  
Beaufort District South Carolina where he  
had always resided, surviving his Daughter  
Rutha, and without ever having altered  
or changed the disposition or derivation of  
the property as contained in said Deed  
already exhibited. They aver that he had

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came from the time of the death of Rutha his said daughter in 1808 until the year 1820 when he died himself as the property of her only son & his grandson, your orator Edward Stafford. They further aver that upon the death of <sup>your orator</sup> Jones your orator became entitled to said Slaves Phoebe Katy & Kesiah and their increase by virtue of the provisions of said Deed Exhibit (A) & also by virtue of the fact of said Charles Jones holding said Slaves for his <sup>your orator</sup> grandson, after the death of his Mother Rutha Jones.

They further state that after the death of said Charles Jones, the said John Stafford obtained possession of said Slaves and their increase, numbering at the time nine in all in the name for the benefit & upon the right of your orator Edward & in no other way and upon no other right and as the Father and Natural Guardian of your orator took possession of the same and brought them to Greene County and State of Mississippi where he held & kept possession of said Slaves as Father & Natural Guardian of your orator until the year 1836.

They further state that in 1836 your orator Edward intermarried with one ~~Winnifred~~ — and then upon the said John Stafford, fearing the loss of said Slaves and their removal by the machinations of said ~~Winnifred~~ other connexions, at the term A.D. 1836 of the Probate Court of Greene County in said State, petitioned said Court for an Inquest to test the sanity of your orator Edward, and there upon such proceedings were had according to

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and that your Orator Edward was deposed non compos mentis and the said John Stafford on his own petition was appointed legal Guardian of the person and property of your Orator and duly qualified as such and took the oath required by law.

Your Orator further shows that soon after his appointment, the said John Stafford as required by law, returned in to the Probate Court of Greene County under oath, an inventory of the property in his hands belonging to your Orator Edward; consisting at that time of the following persons to wit  
Phoebe - Kasiak - Darris - Lanny - Dressy - George - Harriet - Etelina - John - Kucke - Daniel - Sam - Phoebe and Nancy - all of which fully appears upon the minutes of said Probate Court of Record, a memorandum of which is herewith filed, avowed to be correct and accurate, marked Exhibit (B), & prayed to be taken as part of this Bill.

Your Orator Edward further avers that he was at the time entitled to a considerable amount of other property & shows in action as appears from said Probate Court Memorandum of which said Stafford made no return to said Probate Court.

Your Orators further avers that said Stafford in pursuance of his duty as such Guardian kind out the Slaves of your Orator and accounted for the same as such to said Probate Court for many years after his appointment in 1835. They avers that the fact of his (your Orator Edward's) ownership of said property was not only a matter of Record as above



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stated but was universally known & acknowledged in the community in which he lived and they further aver that by virtue of his long peaceable and uninterrupted possession of said Slaves which was continued and acknowledged by the said Stafford <sup>in Court & of Record</sup> and by the whole world for more than ten years and by virtue of the Statute of Limitation of the State of Mississippi, he became and was invested with the full simple & absolute right in & to said Slaves and this increase by law; of each and all of which facts they charge & aver that all of said Defendants before the acts herein complained against them had notice, not only by Record as before stated but each & all had special notice & full knowledge Except the said Defendant Elliot Henderson who claims under his father John Henderson Deceased & of all these facts your Orator avers that said John Henderson in his life time before the acts herein complained against him had special and particular notice. They further aver that said John Stafford continued his Guardianship over the person and property of your Orator Edward down to the year 1858 when he died nor did he ever seek or receive any discharge as such from the Probate Court of Greene Co. from which Court he had sought & obtained his appointment.

As a further illustration of the Condition and position of your Orator Edward in the hands of his said Guardian John Stafford Your Orator will state that when your Orator Edward intermarried with said Mary Ann - the said John Stafford fearing the removal and

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of said property in consequence thereof & in order that  
he might remain in the use and possession of the  
same (subject to the legal right of your Orator Edward)  
instituted proceedings to annul said marriage upon  
the ground that your Orator Edward was an  
Idiot and incompetent to contract marriage  
& thereupon such proceedings were had that said  
marriage was vacated and cancelled for the  
<sup>which fact was made known to all the defendants in this case or to those under whom they claim</sup>  
reason just above stated.

Your Orator further charges & says  
that while your Orator Edward was in this cond-  
ition legally and mentally and wholly helpless  
and unprotected, and when the foregoing facts  
were well known to each & all of them, the said  
Defendants William Griffin, Walter Denny  
Alexander McClellon and Norman McLeod  
combined and confederated with his Guardian  
John Stafford to cheat swindle & defraud him  
out of his rights. They were all aware of your  
Orator's rights under said Decree of Part Ex A  
to said Slaves Phoebe Kesick & Kathy and by virtue  
of his long possession and by virtue of the Statute  
of Limitations. Your Orator says that they were  
well aware of his rights as they existed of  
Record & by general knowledge and thus  
situated, by a fraudulent collusion with  
his said Guardian, they pretended to purchase  
from his said Guardian for some trifling  
sum, a portion of the increase of said  
Slaves above named and took the same into  
their respective possessions, using the same  
& falsely & fraudulently claiming the  
same as their own property, well knowing  
that said property belongs to your Orator Edward

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It said John Stafford had neither power or right to sell the same, that they had neither power or or right to purchase the same or to acquire any rights therein adverse to the <sup>of 91 Orator.</sup> first do and paramount Claims. Yet your Orators aver that they each hold title a portion of said Slaves and refuse to surrender the same when demanded, pretending some claim of right under their false fraudulent & collusive transactions with his said Guardian to swindle & defraud your Orator Edward.

The said Griffin pretended to purchase the boy Sam, of great value viz \$1600. aged about 25 years which boy he has had in his possession about ten years or more. They state that his hire has been worth at least \$25 per month since he had him. They cannot state the exact <sup>time</sup> of this fraudulent purchase by said Griffin and they pray that he may discover the same under oath.

They further aver that the said Walter Denny pretended to purchase the Slave Amy & and at the time of his said pretended purchase the said Amy had three children. Your Orators state that they may be mistaken in the name of said woman and that her children were small & that they cannot give their names. They aver that said Denny made his pretended purchase about ten years ago; that they were worth then three thousand Dollars and that the hire of said negro woman was worth about 10¢ per month; and they have been informed and so charge the first to be that since her said pretended sale the said negro woman has given birth to several

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Children of great value and they pray a discovery from said Henry of his names ages values & heirs and whether he now has possession of the same and if not to whom & when and for what price he sold the same and if he did sell the same whether it was not because he knew or believed he had no title to the same and whether or not he sold the same to defeat and defraud the rights of your Orator Edward

They further charge that one Alexander M<sup>c</sup>Clendon pretended to purchase a negro woman from said John Stafford whose name is not known to your Orators & several children and that some of her children have had issue since, the names not known to your Orators; the names, names, values & heirs of all which they pray may be discovered by said M<sup>c</sup>Clendon

They further charge that said Newman M<sup>c</sup>Clendon pretended to purchase the girl Nancy & her children, their names & values not known to your Orators; & they pray a discovery of the names names values & heirs.

All of which your Orators charge was done by said parties in collusion with said John Stafford to defraud and swindle your Orator Edward out of his just rights and with full & perfect knowledge of all these parties of all his rights both legal & equitable.

Your Orators further state that his said Guardian John Stafford with a further view to defraud and plunder your Orator Edward made his certain last will and Testament in

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48 and while he so held said Slaves for years Orator  
in which he bequeathed all of years Orator Edward's  
property to his wife Phoebe Stafford for life with  
remainder over to the said John W. Breeland; that  
the said John Stafford appointed the said Mrs. Maria  
McLeod his wife Executor & Executrix of his  
said will and that the said John Stafford died  
about the year 1855 and that said Phoebe Stafford  
since which time has also died and that said  
McLeod has proved the said will & taken out  
Letters of Administration and taken in to his  
possession the following named negroes, the  
property of years Orator and descendants of  
said Slaves Phoebe Katy & Kessiah conveyed in  
said Deed Ex At my Luke Pitt Smart Clerk  
Thomas Willis Eliak Abram George Daniel John  
George Sam Dennis Harriet Kessiah Emmaline  
Jenny Dring Betsy Hannah Mary Cara  
Sarah Leila Rhoda Margaret Sabra and  
Nelly. Your Orator charges that at the time  
he did so, the said McLeod well knew that  
years Orator Edward was the sole true legal  
and equitable owner of said Slaves and  
he did so solely to embarrass years Orator  
and to aid in still further schemes to oppress  
rob & plunder him finally to strip him  
of all his property & rights vested under  
said Deed Ex At and confirmed by his long  
admitted acknowledged & uninterrupted  
possession of said Slaves.

Your Orator further states, that years  
Orator Edward, by advice of friends and as a  
last effort to save something of his property  
which seemed all about to be swept from him



by the friends of the parties Defendant, employed the Defendants, Thomas White and George Wood who were Attorneys to file a Bill in Chancery for him in the Court of Grace Co Mississippi against the said Newman & Lord Rhoda Stafford and John W. Breland to secure his rights. They state that said Bill was filed as appears from a copy herewith filed & made Exhibit C to this Bill. Your Orator avers that said Bill was keenly and harshly drawn and they are informed that by an error of law does not prevent your Orator's rights in the proper legal light. They further state that said Defendant Champion and the said John Henderson are the fathers of the said Defendants Elliot Henderson were Counsel of said Defendants & filed a Demurrer to your Orator's Bill & that by a decree of Court, said Demurrer was sustained and your Orator suffered a reversal by having his Bill dismissed without prejudice to his rights. all of which will appear from Copies of said Demurrer & decree here with filed as Exhibits D. & E. & prayed to be made parts of this Bill.

Your Orator states that on the day of his cause was carried by appeal to the High Court of Errors & Appeals of the State and after due argument was submitted to that Court for a final decision. And your Orator avers that they have been informed & believe and so charge the fact to be that said Court was proceeding to decide said cause in favor of your Orator Edward and had it not been interrupted & assisted by the fraudulent means & machinations of these

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Earlier presently to be related they could have rendered a decision in said cause entirely affirming all your orators rights & claims

At this point of time, when your orators rights were in the hands of the law which can only properly protect the Idiot the Lunatic & one non compos mentis, they charge, that said Defendants, Champlin, the said John Henderson Dec<sup>d</sup>, the said White & Wood, the said McLeod, Breeland and Rhoda Stafford, combining and confederating for the purpose of depriving your orator Edward out of all his legal rights and his property, out of Court & while all these matters were in the hands of <sup>the Court</sup> breast, took said matters from the Court, & entered into what they pretended to call a compromise of said cause by which they divided out among themselves almost his entire property, & stripped him of almost every available parcel which belonged to him under said Exhibit A & by virtue of his long homeliness and from being the owner of a large & valuable property, then parties by one single fraudulent stroke reduced the helpless & unfortunate complainant almost to beggary and starvation. As to your orator's Guardian they falsely & fraudulently coerced & wheedled him into a belief that your orator had no right or title to said property whatever & then induced him reluctantly to acquiesce in what was proposed by these confederates.

Your orators charge that in this lawless & fraudulent partition of the said Edward's property the said Champlin and the

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said John Henderson Dec<sup>d</sup> secured the two opposing Solicitors to your Orator secured to themselves the following portion of his property. Thos<sup>d</sup> Champlin got 1 Dennis. 2. Derry. 3 Harriet. 4 Betsy. 5. Rhody. 6 John. That these slaves are & were worth \$1400 each, amounting in the aggregate to the sum of \$8400. and that they were at the rate each of \$20 per month from the time he then obtained the fraudulent possession of the same up to the filing of this Bill and that the said John Henderson Dec<sup>d</sup> got 1. Bill 2. Wash or Washington 3. Perry. 4. Willis. 5. Delilah. all of whom were and are worth each \$1400 and in the aggregate \$7000 and that each were at the rate of \$20 per month from the time of his obtaining fraudulent possession thereof up to the time of filing this Bill and your Orator swears that said last named slaves are now in the possession of said Defendant Elliot Henderson holding & claiming the same under his father the said John Henderson Dec<sup>d</sup> who departed this life some time in the year 1807.

Your Orator swears that the aggregate value of his own property which these two Counsel secured to themselves for simply arguing a Demurrer against his claims, amounted in the aggregate to the enormous sum of Fifty thousand and five hundred Dollars!

They further swears that said Dr<sup>t</sup> McLean got by said fraudulent division the boy Sam worth \$1000 and whom he since has been worth \$20 per month & at the same

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withheld and kept all the heirs of said Slaves while they were so fraudulently in his possession as before stated, amounting in the aggregate to at least the sum of \$5000

They further state that in said fraudulent partition the said John W. Bruleland got the following Slaves viz: 1. Kesiah. 2. Janny 3. George 4. Daniel. 5. Hannah. 6. Mary. 7. Ellick 8. Abram. 9. Sabry. 10. Leke. whose values & heirs are unknown to your Orator, which they pray said Bruleland may be made to discover

They further state that their own Counsel rec<sup>d</sup> Tom & Sarah, worth Fourteen Hundred each and whose heirs were have been equal to \$20 per month.

In this wholesale plunder & impoverishment, they state that there was left your Orator Edward, the following negroes 1. Emmaline. 2. Smart. 3. Margaret 4. George 5. which said negroes they charge were the very refuse and rubbish of the whole stock of negroes, almost worthless and scarcely able to keep themselves.

They further & again emphatically aver that they have reason to believe & do believe that said High Court was about to render a Decision affirming your Orator's rights when by this fraudulent combination of these Defendants, they were stopped in their labors and induced to enter an order by Consent, affirming the Judgment of the Court below sustaining the Decree made to your Orator's Bill, all of which appears from the Mandate of said High Court, herewith

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filed marked Exhibit E. & prayed to be taken as a part  
of the Bill

Your Orator further says that said  
pretended Compromise and all the arrangements  
attending & following it were fraudulent &  
solely intended to rob and swindle your  
Orator. That the same was absolutely null &  
void both in Law & Equity & caused deprive  
your Orator of his rights and could confer  
none upon any one else and was contrary  
to justice and reason

They further charge that all  
the parties thereto entered into the same for  
the same fraudulent purposes, to secure  
their own selfish advantages & to deprive  
your Orator Edward of his rights & they  
charge that all the parties thereto were fully  
aware of & had full notice of all your  
Orator's rights under said Ex A & by virtue  
of his long & undisputed legal possession  
of said <sup>deflate the party charged in this Bill</sup> property, and the same was executed  
& consummated solely to deprive him &  
to rob him of these rights contrary to Law  
Equity and common justice.

Your Orator charge that said  
parties had no power to make any such  
Compromise, if their conduct is entitled to  
any such decent name. They state that they have  
reduced him to absolute want & poverty & that his  
resources left are insufficient to meet his wants.  
They state that his resources have been scattered &  
run off into various hands - that he is unable to  
meet the expenses of suits against each one sep-  
arately and in order to avoid Circuity of



(15)

action and to save costs and expenses as all of said parties Defendants have involved and connected themselves in part or in whole with some or all of these fraudulent schemes & arrangements aiming at, designed for and venturing in the final impoverishment and ruin and beggary of your Orator Edward your Orator have resisted them in his suit that the common right of said Edward may be settled and ascertained under said Decree Ex A. Under his long & undesputed possession against all of them at the same time.

Your Orator further charges & avers that after the aforesaid fraudulent division of his property under said pretended compromise, it <sup>as a part of said compromise</sup> was agreed among all the parties defendant hereto or those under whom they claim that all the former illegal dispositions of your Orator's property should remain as before stated. Your Orator's Equities was deceived by a mistake of Law which was earnestly & artfully pressed upon him viz; that your Orator had no legal right to any of said property either under said Decree Ex A. or by virtue of his long & undesputed possession of the same and by a total misrepresentation of the facts concerning the same. The said parties were to hold all they had fraudulently acquired under said pretended compromise and the other Defendants were to hold all they had fraudulently acquired under their pretended schemes and there was to be no accounting for their increase or profits to any one and in order the more effectually to consummate their fraudulent practices and the more effect

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ally to secure and preserve their fraudulent and  
ill gotten gains, in order to deprive your brother  
not only of his rights but all means even of  
attempting to enforce them and to prevent their  
fraudulent conduct from ever being subjected  
to the scrutiny of the Courts of justice of the County  
that they went so far as to seek by false &  
fraudulent representations both as to said facts  
& to obtain from your brother's Guardian a  
solemn promise that he never would bring  
suit for any of the slaves mentioned in his  
Bill again, his said Guardian being an  
ignorant and unlettered man and being  
overpowered and imposed upon by said Cham-  
plin Henderson Wood & White learned and  
able law yers engaged in the business of  
said parties even went so far as to exact  
from him a solemn oath to that effect, thereby  
depriving your brother of the only means he  
had of bringing suit and stopping them  
from asserting his rights against any or  
all of these Defendants

Your brother further charges  
that said compromise was not only fraudu-  
lent in itself but was expressly intended  
by all the parties thereto both primary and  
secondary to defraud your brother Edward out  
his rights which were well known to said Duff  
and confederates. That the same was absolutely and  
both in law & in Equity & could confer no right upon  
any party thereto & that they attempted to make use  
of the Courts of Justice of the County under false  
statements & fraudulent means to give force & effect  
to such their fraudulent intents & purposes as the same

(17)

is more fully appears by reference to Ex. E. by which they  
proceeded to High Court to make a decision as  
upon "Consent" in these premises

Said Orator further that the said Capt.  
Brisland either sold or placed out of the way the  
following Slaves of said Orator viz. Abram Sarah  
Alick and Hannah and pray a discovery of all  
which against him. Said Orator further asks  
that said Defendant McCann well knowing  
all said Orator's rights has come into possession  
of <sup>some</sup> of said Orator's negroes from said Brisland  
or from one of his Confederates, their names  
number & value unknown and they pray a  
discovery of all which from him

Wherefore inasmuch as said  
Orator is a remainder at Common Law  
& can only have full adequate & complete  
redress in Chancery where matters of Fraud  
Trust & account and the rights of Infants  
Idiot Lunatics & person non compos mentis  
are peculiarly cognizable they pray that all  
the parties herein may be made parties Def-  
endants & compelled to answer all the allegations  
contained herein and upon final Hearing  
they pray that they may be decreed to have  
peaceable possession of all the Slaves here in  
enumerated and that they be delivered to him  
and of any such Slaves as may be out of the  
State that he be decreed to have them or if not  
then their value from the Defendants removing  
them & all proper interest and that they may  
recover from each of said Defendants a  
reasonable hire for each of said Slaves  
from the time of their obtaining the said

(18)

onession of the same up to the time of an accounting and that  
an account be taken & stated between each of  
them Defendants & your Orator for the hire of said  
Slaves respectively in the possession of each & that  
they have a Decree against each of them for  
the same.

They further pray that all of said  
Jails & Compromises & Transfers above stated be  
set aside annulled & for naught held and if  
in any thing your Orator have mistaken  
the relief to which they are entitled then they  
pray for all such other further & different  
relief as to Equity may seem meet and as  
the peculiar facts of this case may justify and  
require

They further pray that an issue  
may be made up and submitted to a Jury in  
said Chancery <sup>Court</sup> to try all the questions of Fraud  
or fact set forth in this Bill if necessary

They further Charge that they have  
reason to believe and do believe that unless con-  
strained by your Honor the said Braxland will  
either secret or remove out of this State and  
beyond the jurisdiction of this Court, the Slaves  
in his possession belonging to your Orator; wherefore  
they pray a writ of Injunction restraining &c

And inasmuch, as I say have  
no right either at Law or in Equity in or to said  
Slaves said for & for the further reason that your  
Orator have good reason to believe & do believe  
that said Defendants may remove or secret  
said Slaves & keep them out of the jurisdiction  
of this Court, and in order that said property  
may be preserved pending this litigation

Stafford by mail

37

W A Chapman

Ann on 11 Nov

John W. Freeman

Be sure to bring  
from the word the  
as usual —



1

Demand wholly written by J. Henderson & Dr

and Campes } The Circuit Court of Green  
and Guardian } County to September Term 1856  
} In Chancery  
Affairs & Business }

And read at this Court came the  
a Read Stafford & Brainerd by their Solicitors, on a  
complaint in this case filed against them & the  
is therein contained in manner & form as set forth  
by and not sufficient in law to require of defendants  
into which for they Demand to the same generally  
and pray judgment-

And for official cause of Demand  
shew to the Court, the following  
not charged or averred by the Bill that complainant  
any right or title whatever in the said progenitor  
is said for, which cause possibly in law may be  
as to claim in said Bill  
and as to said Bill that complainant  
was now "claiming her" life time & & in possession  
grow "in title of them" and it is further averred  
in his lifetime had no present interest whatever  
it negroes, which aversment makes it a legal  
title that complainant can derive title  
written by inheritance to the Seaver said for  
complaint shews by his Bill & exhibit (A)  
he has any claim of title by or through said  
exhibit (A) executed & delivered to his mother  
claim of purchase under the restriction  
own to him as "heir of her body  
by his title by deed & not by descent

Demand wholly written by J. Henderson Esq

Stafford now comes } Sheweth leave of June  
by Stafford Guardian } being to September Term 1856  
 } in Chancery  
At Said Stafford & Bacon

Said demand thus began came the  
complaint to the Stafford Guardian by the defendant in  
the Bill of Complaint in this case filed against him & the  
other things therein contained in manner & form as it forth  
says that they are not sufficient in law to require of defendant  
to answer thereto which for they Demand to the same generally  
specifically and in particular

And for special causes of Demand  
thus set out to be heard the following

1<sup>st</sup> It is charged by the Bill that defendant  
had any right or title whatever in the land purchased  
by the said Lewis for which said purchase he had no right  
as claimed in said Bill

2<sup>nd</sup> It is shewn by said Bill that defendant  
was never "during his" life time &c in possession  
of said negroes "or either of them" and it is further shewn  
that he "in his lifetime" had no present interest whatever  
in said negroes which defendant knew it to be  
impossible that defendant could derive title

from his mother by inheritance to the Lewis said for

3<sup>rd</sup> Complainant shews by his Bill & exhibit (A)  
that if he has any claim of title by or through said  
deceased exhibit (A) executed & delivered to his mother  
it is by claim of purchase under the will of the said  
deceased and to him as "heir of her body"  
making this title by descent not by descent

4<sup>th</sup> The facts shown by said Bill though contrary  
to its arguments & deductions show that said exhibit (A)  
by its terms - Execution & delivery conveyed a then present  
free & complete title to the Slaves therein specified  
to the said Reithafines whereby delivery of possession  
was specially justified in said case the limitation  
was to the heirs of the body of Reithafines being  
of not written & void by the Act of April 1836  
cases It is shown too Reithafines was so invested  
with title to these Slaves de jure recorda at the time of  
his marriage with complainant's father whereby in view  
of said marriage all said Reithafines' estate in  
his husband - Hence complainant shows no  
title either as purchaser under the deed or as  
heir to his mother.

3<sup>rd</sup> It is shown by said Bill that when the  
former ~~was~~ <sup>was</sup> ~~in~~ <sup>in</sup> ~~possession~~ <sup>possession</sup> of  
John Stafford as to his personal rights & title  
to these Slaves up to since 1836 to the time of  
his death he disclaimed holding them in right  
of complainant but from thence did assert  
adverse title. Hence the pretension of complainant  
is barred by statute of limitation.

Hence no claim can be maintained  
for the same.

And in sum

Thomas Whitey Id for costs  
Garp Wood }

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Geofford now Camp  
by Staffed Securian  
67

U. Sec. Staffed Securian  
Securian

Filed this way of  
September 18 1856

W. C. Securian  
W. C.

Exhibit. ~~10~~

(2)

Filed October 20 1856

S. S. Securian  
Securian

The State of Mississippi, } Chancery Court  
Harrison County. } April term, 1861.

Edward Stafford, now compos mentis,  
by his next friend Edward B. Stafford.

~~vs.~~  
William A. Champlin et al.

The answer of Alex. W. London to  
the Bill of Complaint of Edward Stafford,  
now compos mentis, &c., having and reserving  
all manner of exceptions and errors thereto.  
This defendant, answering, says, that on the  
5th day of August, A.D. 1832, this defendant  
then residing in Jackson County in the State  
of Mississippi, purchased a certain negro  
girl named Candis, about fifteen years  
old for the sum of four hundred dollars  
in cash from one John Stafford then resi-  
ding in Greene County in said State, as will  
more fully appear by reference to Exhibit 1,  
which is hereto attached and prayed to be  
taken as apart this his answer.

This defendant affirmatively declares  
~~that said girl was the only negro~~, he ever  
purchased from the said John Stafford,  
he respectfully discloses that said girl  
had four children while in his possession  
and that he sold said girl and her two  
youngest children about the year 1841 to  
one J. M. Bedwell, now residing in Hinds County  
in said State, names of children not remem-  
bered, that said children were at the time of



of said sale about one and a half and three years old, that he sold one <sup>said</sup> child named Nancy, about eleven years old to John McClellan, his brother, now living in the County of Green in said State for the sum of five hundred dollars, ~~in or about the year 1846;~~ in the year 1850 he sold the fourth and last of said children, named, Lydia, to one Henry McDonald, now living in Sumpter County, State of Alabama, for the sum of Eight Hundred Dollars.

This defendant, discovering as to the names, numbers, values and hires of said slaves can only answer as to the best <sup>of his</sup> recollection, knowledge and belief, that the said girl Cordis and her two younger children were worth the sum of one thousand dollars at the time he sold them, that the hire of the girl at that time was worth ~~from~~ six to seven dollars per month and the two youngest children was worth nothing, that the said Lydia was worth about the sum he sold her for ~~viz~~:

Eight Hundred Dollars, and that her hire at that time was worth about six or seven dollars per month, that the said ~~negro~~, <sup>negro</sup>, was worth about as much that her hire at that time was worth very little, to wit, about three or four dollars per month. This defendant does not know how many of any said negroes have increased since he sold them.

This defendant affirmatively answers that he did not have notice neither by record nor special notice, nor any knowledge or intimation whatsoever of the rights, title, or claim of said Edward to said girl, and for more specific answer says and positively affirms, that at the time he purchased said girl he had no knowledge or notice of the existence of the Deed marked Exhibit A, in said Complainant's Bill; nor did this defendant know by common consent or rumor or from the said John Stafford or the said Edward or from any other person whomever or in any other manner whatsoever that the said John Stafford had possession of said girl at the time this defendant purchased her or at any other time, not in his own right, but in the right of said Edward as alleged, or that the said Edward had any claim, under Exhibit A, in said Complainant's Bill, or by virtue of his long possession and the statute of limitations, to said girl.

And this defendant avers and alleges the truth to be, that he purchased said girl named Cordis under the belief and conscientious opinion, ~~who executed the bill of sale in his right~~ that at the time he made <sup>said</sup> purchase he had heard nothing controverting or questioning the title to said girl in said John, and that he paid a full, valuable and ample consideration for said girl to wit, four hundred dollars in cash; And he further respectfully shews to the Court and alleges the truth to be that some time in

the year 1832, a very short time before the purchase of said girl by this defendant, this defendant was offering to purchase a servant girl to wait on his family, he then standing in great need of such, and that one Daniel Martin, who was there present in the County of Jackson in said State, informed this defendant that he the said Danl. Martin was just from ~~said~~ John Stafford's in Greene County in said State, and that the said John Stafford had a negro girl to sell for the sum of four-hundred dollars and that he had offered to sell the same to the said Danl. Martin said Martin then residing in Greene County State of Mississippi, and now residing in Lauderdale County, Mississippi, Whereupon this defendant, acting upon said information purchased said girl for the consideration of one said from the said John Stafford, the said John offering for sale and selling her as his own property, and this defendant purchasing the same from him with a full and conscientious conviction that the said John owned said girl and had the power and right to sell her, and that from the said John.

And this defendant further shows and alleges the truth to be that sometime about the years, 1821 or 1822, he was informed and believed the truth to be that the said John Stafford was likely to become possessed of a large legacy in the State of South Carolina, and that he had gone or was about to go on to South Carolina for

the same, and this defendant up to the time of said purchase never heard any one contradict or doubt the title of the said John to said property, that this defendant was but partially or slightly acquainted with said John and knew nothing save as above given of his property or affairs.

And said defendant further alleges the fact and truth to be that he knew nothing about the execution and existence of Exhibit A, in said Complainant's Bill; nor did ~~he~~ know of the said Rutha Jones, mentioned in said Exhibit, intermarrying with said John Stafford; nor did he know anything of said Charles Jones, donor in said deed Exhibit A holding said property mentioned in Exhibit A.

~~And, then, in case, up to his death in 1820, as the~~  
property of the said Edward Stafford; nor did he know that upon the death of said Chas. Jones, the said Edward became entitled to the slaves mentioned in said Exhibit A, to wit, Phoebe, Katy, and Reziab, by virtue of the provisions of said deed, or by virtue of the said Chas. Jones holding the said ~~slaves~~ <sup>he</sup> for his grandson, the said Edward; nor did ~~he~~ know that after the death of the said Charles Jones, the said John ~~became~~ <sup>became</sup> as the property of the said Edward, and brought the same to Greene County, State of Mississippi, where he kept possession of said slaves as the father and natural guardian of the said Edward, until the year 1836.

This defendant further alleges that he did not know that the said Edward was entitled to said girl named Cordis by reason of his peaceable, long and uninter-

rupted possession and by virtue of the statute of Limitations of the State of Mississippi; nor did this defendant know as alleged in Complainant's Bill of Complaint, of the existence of any claim whatever of the said Edward to the said girl, either by ~~second or by special notice as alleged.~~

And this defendant most positively declares and affirms the truth to be, that this defendant did not combine and confederate with William Griffin, Walter Denny, Norman McLeod and John Stafford guardian of the said Edward, or with any or either of them to defraud, cheat and swindle the said Edward out of his rights; nor did this defendant combine solely with the said John Stafford to cheat, swindle, and defraud the said Edward out of his rights under Exhibit A, or rights obtained by virtue of long possession and the statute of Limitations; nor was this defendant aware of the said Edward's rights as alleged either in one way or in an other, nor did <sup>he</sup> by fraudulent collusion with the said John Stafford guardian of the said Edward make a pretended purchase of the increase or any portion of the increase of said slaves mentioned in Exhibit ~~he fraudulently or knowingly claim possession~~ of any of the slaves referred to as alleged.

And this defendant most affirmatively avers and alleges the truth to be, that he purchased said girl in good faith from the said John Stafford and of the most perfect belief that the said John Stafford was the rightful owner of said slave, not only as to the said Edward, but against



the whole world. Nor does this defendant now know that said girl was any portion of the increase of the slaves mentioned in Exhibit A, in Complainant's Bill. and he further alleges that from and after the purchase of said girl up to the present time this defendant has ever resided in the State of Mississippi, a portion of the time, to wit, from the date of said purchase up to the <sup>latter part of the</sup> year 1834 in the county of Jackson, <sup>Mississippi</sup> and and ever since the latter part of 1834 in Clarke County, Mississippi, and he further alleges that his title to said girl and her increase under said purchase has never been questioned or disputed in any manner either in Equity or in Law till the filing of Complainant's Bill; and he further most unqualifiedly alleges the truth to be that he sold said girl and her increase for the purpose of getting the proceeds of the sale in money, of which he stood in great need and under the full belief that he had the legal right to ~~sell~~ said slaves and the power and right to sell the same, and not for the purpose of defrauding or diverting the said Edward of any rights he might have ~~in said slaves, nor from~~ the fear that the said Edward could or would interfere either in law or in equity with the claim, right, and title of this defendant to said girl and her increase. And this defendant further alleges and believes the truth to be that the said Edward was not entitled to the said girl named Cordia

purchased by this defendant as the in case of the negroes mentioned in Exhibit A, in said Complainant's Bill, but he alleges and believes the truth to be that the said John Stafford had a perfect right and title to said slaves and the power and right to sell the same by virtue of his marriage with the said Rutha Jones, donee in said Exhibit A, and by virtue of the laws of South Carolina.

And this defendant further alleges that at the time he purchased said girl the said Edward had not intermarried with the said Winifred; and that the said John Stafford had not obtained a decree of non compos mentis upon the said Edward; and that the said John Stafford was not at that time, appointed, by the probate court of Greene county, guardian of the said Edward.

And he further alleges the truth to be that all facts touching said appointment transpired in 1835 and subsequent to that time.

And this defendant having disclosed and answered fully to all such matters and things and having disclosed all the defendant knows touching the rights of said Complainant, this defendant prays this <sup>Honorable</sup> Court to give him the benefit of so much of this his answer as goes in bar of Complainant's suit as fully as if it had been pleaded in bar.

And this defendant <sup>further</sup> prays that he may be discharged from further answer to Complainant's Bill, &c. And the judgment of this Honorable

Court discharging him from this suit,  
with his costs, &c.

J. S. Terral, Sol. for Deft. Mcendon  
The State of Mississippi,  
Clarke County.

This day personally appeared  
before me C. H. Moody, Clerk of the Chancery Court  
of Clarke County, State of Mississippi the within  
named Alex. Mcendon, who being duly sworn  
says the facts, and matters and things stated  
and set forth in the foregoing answer are true  
to the best of his knowledge and belief.

Subscribed and sworn to,

this the 3<sup>rd</sup> day of  
April, A.D. 1861.

Alex Mcendon

Witness my hand and seal of  
office this day  
& your agreement

C. H. Moody Clk.

v.  
Sec

Pascagoula Public Library  
Local History & Genealogy Dept.  
Stafford Family

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Edward Stafford, now  
coupons men li, by  
B. Stafford, his next friend,  
vs.  $\frac{7}{8}$

W. A. Champlin & others.  
Answer of Alex. Mcendon

Filed April

15<sup>th</sup> 1861

S. S. Davis

The State of Mississippi free County  
Know all men by these presents that I John  
Stafford for and in consideration of Ten hundred  
Dollars to me in hand paid by the said Alexander  
of Jackson County have bargained sold and delivered  
and by these presents do hereby sell and deliver unto  
the said Alexander a certain negro  
girl named Bessie about fifteen years ago that  
and stand made which said negro I warrant free  
from disease to my knowledge and do warrant  
and defend the said negro from all lawful claim  
or claims of person or persons whatsoever to him  
the said Alexander and his heirs and assigns  
herein to set my hand and seal this 3<sup>rd</sup> day of  
October 1832  
John Stafford Esq  
Attest  
Malcom Black



The State of Mississippi ) Personally appeared before  
Green County ) me the under signed judge  
Malcom Black junior who saith that he saw  
John Stafford sign Seal and Deliver the within  
Bill of Sale unto Alexander McIndon for the use  
and purpose within men tioned sworn to before  
me this the 14th January 1834

for Green County Malcom Black

5	60
8	
46	80
11	20
4	60
57	1
20	4
17	5

Edward Stafford } No Chancery Jurisdiction  
Edward B Stafford }  
Marion Stafford } September Term 1856

Amicus de Leo } This cause coming on for  
Rhoda Stafford } to be heard upon the defendants  
in person } Return to the complainants  
Bill of Complaint (which is a bill of Complaint) }  
for complainants and defendants and the Court and }  
being sufficiently moved in the premises with such }  
& view that the defendant claims to complainant }  
Bill to and the same is now being pursued }  
and it is further moved & decided that the complainant }  
Bill of Complaint be dismissed at the complainant }  
costs and without prejudice to complainant's rights }  
whereupon the complainant pray and appeal to the }  
~~High Court of Chancery and appeals of this Court which~~ }  
is by the Court here granted upon the appeal and }  
returning into Bond with John A. Jones & Peter Haily }  
as security in the usual sum of \$1000 and adding }  
Conditions as concerning to law which bond is }  
accordingly executed in open Court and returned

53

Stafford  
C

M. L. Hodges

In case of  
deceased person to change

Exhibit (A)

(E)

Filed October 20<sup>th</sup> 1860

S. L. Davis  
all



The State of Mississippi  
Chancery Court of  
Harrison County

To John W. Breeland

Greeting

Whereas it hath been represented to us  
as our Court of Chancery in the part of Edward B. Stafford  
guardian of the person and estate of Edward Stafford complainant  
that he has lately exhibited his bill against you John W. Breeland  
to be relieved touching the matters in said bill contained

We therefore in consideration of the  
verities and of the allegations in said bill contained strictly  
join and command you the said John W. Breeland under  
the penalty of Ten Thousand Dollars to be levied of your goods and  
hatch lands and tenements to our use that you absolute refrain  
from secreting or removing out of this state or beyond the jurisdiction  
of this court the slaves ~~which being George Daniel Hannah Mary~~  
~~Elizabeth Abram Sabry Duke in your possession the property of the~~  
aid complainant guardian as aforesaid as by complainant's Bill  
of Complaint we are informed and from any proceedings touching  
any of the matters in said Bill contained until our said court  
shall make another order or decree to the contrary

Witness the Honorable William M. Hancock  
Judge of the eighth Judicial Circuit Court Court  
District of the State of Mississippi and Chan-  
cellor of the Chancery Court of Harrison County  
the third Monday of April 1860 and the  
impress of the seal of said court annexed

Issued this 12<sup>th</sup> day of September 1860

L. E. Davis clerk

To the Sheriff of Greene County to execute and  
return

L. E. Davis clerk

No 53

Chancery Court of Harrison County  
10 October Term 1860

Edward B. Stafford vs

vs J. Imposition to  
John W. Ireland

William A. Champlin et al

Rec'd the within writ  
in my office the 18 day  
of September 1860 being  
the said the same by  
personally reading the  
same over to said  
delivered to the said  
a true copy hereof  
the 27 day of September  
1860

W. Roberts

Sheriff  
Green County



Edward Stafford by his Executors and  
next friend E B Stafford Chancery -

<sup>vs</sup>  
W A Champlin vs Motion by  
Defendant

To dismiss the bill in this cause on the  
want of Equity on the face of the bill.

R Evans & for Motu

W A Champlin

The State of Mississippi  
Harrison County

Circuit Court in Chancery  
April term 1861

Edward Stafford by his next friend  
E B Stafford  
vs  
W A Champlin & others

Be it remembered that this cause came  
on to be heard before his Honor William H  
Hancock presiding Judge, upon the  
motion of complainants to take the answer

of Norman Miler, J W Breeland and W A Champlin from the files of the Court  
for two reasons. 1st. Because it is the answer of Norman Miler alone while  
it purports to be the answer of Champlin and Breeland also. 2nd. Because  
said answer containing a special demurrer and not being an answer upon  
the merits alone is in violation of the written agreement of the parties on file  
to which reference is made". signed seals & filed for complainants. And thereupon  
was read the agreement referred to in said motion as follows, to wit;

(Here insert the agreement)

and then was read the Bill of complaint

and the Exhibits thereto in this cause filed. And thereupon was read to the  
Court the answer of Miler, Breeland & Champlin as follows to wit,

(Here insert the answer)

And argument on said motion being heard by the Court, the said Court is  
of opinion that the motion should be sustained and that said answer should  
be taken from the files and accordingly the said Court ordered and decreed  
that the same be taken from the files and that a decree pro confesso be entered  
instantly against said Miler, Breeland and Champlin, and before the said  
pro confesso was entered on the minutes, said Defendants moved the Court for  
leave to answer and their motion is overruled and refused and the decree  
pro confesso entered. To the said opinion, order, decree and action of the Court  
the said defendants except and tender this their bill of exceptions and pray that  
the same be signed sealed and made a part of the Record in said cause, which  
is accordingly done.

Wm H Hancock  
Judge

53.

Stafford

Champion nothing

Bill of Exception

Filed April 24<sup>th</sup> 1861  
S. S. Davis.  
Ch.

The State of Mississippi Circuit Court in Chancery.  
Harrison County

The Answer of Walter Denny to the bill of complaint of Edward Stafford by his guardian next friend E. B. Stafford against Wm. Champin and others: This Defendant receiving the benefit of exception to an answer says: that he cannot answer whether Charles Louis executed the instrument in writing set forth in the bill as his deed and made exhibit A, or not; that he knows nothing of the execution nor of the handwriting of the said Charles nor of the subscribing witnesses and leaves the complainant to adduce his proof: As to the marriage of Rutha Louis to John Stafford, the birth of complainant of the marriage, the death of Rutha, the possession of the slaves mentioned by Charles Louis up to his death in 1820, the marriage of John Stafford with our Breckinridge, his removal to Mississippi with the complainant Edward, this defendant cannot answer for the want of information: As to the allegation that Charles Louis held the said slaves as the property of his only son, the complainant, from the time of the death of Rutha to the year 1820 when the said Charles died, this defendant has no knowledge no information except such as is given by the bill and answering from such information of fact as the bill gives this defendant denies the truth of the allegation and requires proof thereof: The averment in the bill that upon the death of said Louis complainant became entitled to said slaves is so this defendant is advised a conclusion of law and so such defendant submits it to the consideration of the court: That John Stafford after the death of Charles Louis took possession of said slaves and increased in the name for the benefit of the right of complainant, defendant has neither knowledge no information and he requires proof: As to the marriage of complainant with our Winnipid, the alleged incest of heracy and the appointment of said John as guardian of complainant, this defendant prays that proof may be made from the records:

The defendant further answering, requires proof by the Record of the returns of said John as Guardian of complainant and upon information furnished by the bill & exhibits defendant says that such proceedings in law and appointment of a guardian over the complainant were set on foot to annul the marriage of complainant and as he is advised are without force or effect in his cause; As to other <sup>alleged</sup> profits & charges in action of complainant as appears from said ~~Stafford's~~ returns to the Probate Court, defendant ~~leaves~~ the complainant to his proof; As to ~~the~~ hiring of the slaves by John Stafford as guardian, his account for the same with the court for many years after his appointment in 1836, this defendant calls for proof; As to the alleged that complainant's ownership of said slaves was universally known & acknowledged in the community in which he lived, this defendant answers that he had no knowledge nor information of his said ownership; As to the continuance of the guardianship of said John over complainant to the year 1855 defendant calls for proof;

As to the alleged combination between William Griffin, this defendant, Alexander McBlendon and Amos McLeod with John Stafford complainant's guardian to cheat, swindle & defraud him and all other the like charges in the said bill against this defendant are wholly untrue: Each and every charge of collusion, of combination and of fraud in said bill alleged against this defendant is wholly untrue: The allegation that this defendant purchased or pretended to purchase the slave Mary and her three children is wholly untrue; In further answer defendant says that in the year 1846 he purchased from John Stafford a negro girl about 8 or 9 years of age; that he kept her in his possession till the year 1850; that he then sold her to John Turner a neighbour residing between this defendant and the said John Stafford all neighbours and residing in the same county of Greene; that Turner kept said girl but a short time and sold her to one Williamson



and since then defendant has known nothing of her. He has heard by rumor that she ~~is~~ dead but of the truth of said rumor defendant knows nothing. ~~The~~ name of the girl was Anne, the only slave defendant ever purchased from said John Stafford; the reason that defendant sold her was that she was of a thievish and vicious character and not that he had any suspicion that she was the property of complainant. As to the value of the said girl's hire, defendant answers that three of the years he owned her, he hired her for her food & clothing and the other year he kept her at home. And hence defendant denies ~~that~~ he ever purchased the negro woman and children specified in the bill. In further answer defendant says that he does not know that the girl he purchased ever had a child.

As to the alleged purchases made by Griffin, M. Blandon, and M. Leod, this defendant says he knows nothing, and as to Griffin and M. Blandon this defendant was then a stranger and knew nothing of them; he therefore leaves said defendants to answer each for himself. As to the subsequent matters of the bill which relate to John Stafford's will, the suit in chancery at the instance of complainant, the compromise and the alleged division of the slave, the alleged mistake of law, the fraud, coercion & imposition upon and against the complainant and his next friends; this defendant was not an actor therein, was a stranger thereto, he knows nothing of any fraud, imposition or coercion used or practiced as alleged and leaves these matters to answer to the same. And now having answered the bill and denied all fraud, combination and collusion charged therein against this defendant, he prays that he may have the benefit of a ~~demurrer~~ in this his answer for the following cause, to wit;

1. The instrument of writing set forth in the bill as Charles Lewis deed of gift.

- Wherefore and for other causes appeared on behalf of the bill the def-  
endant demurs in this his answer and prays that he may  
have the same benefit thereof as if he had demurred before answer.  
And now having answered fully the Defendant prays to  
be hence dismissed with his reasonable cost &c.

Before me L. L. Davis Clerk of the Court afore said personally appeared Walter Denny who being duly sworn saith that the matters & things set forth in the above answer as of his own knowledge are true & the rest he believes to be true.

Walter Denny

4427861 -  
 S. S. Davis  
 G. A. D.

Edd<sup>d</sup> Stafford by  
E. B. Stafford Guardian ad } the the Chancery Court  
of Hampshire County  
vs }  
W. A. Champlight & others  
~~Admiral & the said others~~

It is hereby agreed by  
R Seal Sol for Complainants and W. A.  
Chumplin ~~sol for defendants~~ that said case  
shall stand continued until next  
regular Term, and that the <sup>Chumplin</sup> defendants  
have leave to file a supplemental answer  
to set forth the alleged status, or  
freedom of the slaves sued for at  
any time within four months from  
date & that this agreement be filed in the case  
December 13<sup>th</sup> 1865,

Dear Sir  
For compt  
W. A. Chapman

E. Stafford by  
E. Stafford  
W. E. the church  
W. A. Champion  
Filed Dec. 15. 1865  
S. L. Davis  
clerk

Stafford } In Chancery  
vs } April Term: 1861  
Champlin et al }

The Complainants move  
the Court to take the answer of Norman  
vs Lead. sworn to by him & W. H. Champlin  
& John W. Breckinridge from the files of  
this Court for two reasons

1<sup>st</sup>

Because it is the answer  
of Norman vs Lead above which is  
presented to be the answer of Champlin  
& Breckinridge also

2<sup>nd</sup>

Because said answer  
containing a verbal statement and  
not being an answer upon the merits  
at all is in violation of the written  
agreement of the parties on file &  
to which reference is here made

Respectfully  
Submitted  
J. H. Carroll



Stafford  
vs  
Champlin et al } In Chancery  
Apri Term 1861

The Complainants move  
the Court to take the answer of Norman  
McLeod sworn to by him & W. H. Champlin  
& John W. Breckinridge from the files of  
this Court for two reasons

1<sup>st</sup>

Because it is the answer  
of Norman McLeod alone which  
purports to be the answer of Champlin  
& Breckinridge also

2<sup>nd</sup>

Because said answer  
containing a Special Verdict and  
not being an answer upon the merits  
alone is in violation of the written  
agreement of the parties on file &  
to which reference is here made

Read & Cleared

John of Comptrol

In Chancery

Merion Co. Oct 5 1860

Edward P. Stafford by  
his Guardian

vs. The P. & A. R. R.

William A. Choquette  
& al

Filed September 10<sup>th</sup>  
A.D. 1860

L. S. Davis  
Clerk

Seal of the Court  
of the

desires it free & effect from the laws of the State of South  
Carolina in force at the time of its execution, he shall  
have the same benefit of demand by this his answer as if  
he had demanded the same. And furthermore defendant submits to the  
court that to wit the matter in dispute is "res adjudicata" or  
matter adjudicated 1st by the decision of the High Court of Errors  
& Appeals and 2nd by the settlement of the Estate of John Stafford by the  
decision of the Probate Court and the discharge of the Executor, and  
defendant prays to have the benefit of this answer as a demand  
for the satisfaction of his claim as well as of general defence on  
the merits. And defendant has since the last term of this court  
been informed that this cause was not in good faith instituted  
by said E Stafford through his said Guardian & next friend  
but that their names have been used as complainant  
in bad faith by ~~some~~ other person or persons. And this  
this defendant believes is information that he can prove  
declarations of said Guardian to the effect that he had "nothing to do"  
with the suit. This defendant further ~~shows~~ ~~undoubtedly~~ shows  
the cause as made by complainant's bill and by Exhibit B if it be a cause  
belonging to any jurisdiction, belongs to the jurisdiction of the Chancery  
Court of Green County aforesaid and that this court has not  
jurisdiction over it. And defendant shows that more than four years  
elapsed from the qualification of the said Executor and more than four  
years elapsed from the institution of said suit in Chancery to the  
commencement of this suit and defendant prays the benefit of the  
statute of limitations in this his answer. And now having answer-  
ed this defendant prays to be hence discharged with his reasonable costs

Richard E. Camp for  
Defendant  
--- occurs the

The State of Mississippi } Personally appeared before me  
Greene County } John Bowart an acting Justice  
of the peace in & for said county ~~John W. Breland~~  
John W. Breland who being duly sworn saith  
that the matters & things set forth in the above answer  
as of his own knowledge are true & the rest he believes  
to be true -

John Bowart  
Justice of the peace

John W. Breland



Edward Stafford  
Edward B. Stafford

Thomas de Leon  
Thomas Stafford  
John W. Stafford

Filed May 17-1866

W. M. Parson  
Per S. W. Stafford  
D. C.

Exhibit (19)

Filed October 28<sup>th</sup> 1866  
S. L. Davis  
C. C.



E. Stafford by {  
E. B. Stafford & C. Comptons

<sup>M</sup>  
W. A. Chapman & als defendants

In the Chancery Court  
of Harrisburg  
State of Mississippi

The supplemental answer of W. A.  
Chapman one of the defendants to  
the above entitled Bill.

This respondent answering  
saith that since said steps were taken  
in this case, one of said said for  
to wit Dennis, died, to wit, on the  
day of 1860.

That afterward to wit  
in the year A.D. 1861, a new Government  
de facto, called the "Confederate  
States" was established within the  
limits of the United States, of which  
new Government the State of Mississippi  
formed a part, and there was no...

Notorious public war carried on  
between the said "Confederate States"  
Government, and the United States  
from the early part of 1861  
until the Spring of 1865, and  
while said war was going on, the  
President of the United States, by  
his proclamation issued on the first  
day of January 1863 abolished  
slavery in the ~~rebel~~ states of  
Mississippi and other states engaged  
in said war.

That after that time, the  
said war of no other is this nation  
-ant, as he could not control their  
labor

That afterwards to wit in  
1865 Slavery was entirely abolished  
in the state of Mississippi, and all of  
said Slaves named in Compensated Bill  
which survived and their free will  
set free, and are no longer slaves  
and their ~~owners~~ had no control

over them or any power to deliver  
them to Campbell's estate.

Wherefore this defend-  
ant prays to be here dismissed  
with his reasonable costs in this  
behalf expended. &c

W. A. Champin

The State of Mississippi }  
Harrison County } Personally came  
and appeared before me S. L. Davis Clerk  
of the Chancery Court of said County  
~~and sworn to the following facts~~  
deposits and swears that the matters and  
things stated in the foregoing answer  
of his own knowledge are true, and  
those stated from information and  
belief he verily believes to be true.  
Sworn to and subscribed W. A. Champin  
before me this 16th day  
of April A.D. 1866.  
S. L. Davis

E. Stafford by  
E. B. Stafford  
W<sup>E</sup> anderson  
W. Alchumpkin  
Et als

Filed April 16/1866  
J. L. Davis



John Stafford y.o. v.  
Edward Stafford a non compos  
Minesha Daughdrill

In Superior Court  
of Chancery at  
July Term 1837

And now at this term came on for  
final hearing the above entitled suit on the Recd  
and exhibits of the Complainant, which on service of  
subpoena duly made and returned an agent said  
defendant and she not appearing as required was  
taken as confessed against her. Whereupon in open-  
ing the matter and things in said Complainant con-  
tained, it appeared to the Chancellor, that Edward  
Stafford the son of the Complainant and of about  
twenty eight years of age, was an idiot born & bred  
and continued in the wardship & protection of the Com-  
plainant his father till about the month of August  
1836 when the defendant Minesha Daughdrill a widow  
of mature age obtained such influence with the said  
idiot as to effectuate with him the ceremonial of marriage  
& thereby obtained possession & keeping of her person. It  
appeared also, the Complainant discovering the designs  
of the defendant on his idiot man on the eve of Con-  
sumation sued a Commission of inquiry in the County  
of Green where the parties resided, whereupon a jury  
was summoned to pass upon the mental capacity of  
the said Edward Stafford, and when the said jury was  
reported by their verdict - Non Compos mentis It appeared  
also that the said Complainant after the verdict afore-  
said took on the day of September 1836 to a formal



legalized in his authority and wardship over  
his said Idiot son by the appointment by the  
Probate to the office of Guardian & the said non  
Compos - It further appeared that notwithstanding  
the right and authority of said Guardian to the custody  
and Control of his said Ward, the influence acquired  
by the defendant ~~off~~ said non Compos in virtue  
of his pretended marriage & the pecuniary and domestic  
difficulties to which he was apprehensive  
respecting the validity of said marriage were giving  
rise & involving said Complainant, were con-  
-ditions presented in the case in which the inter-  
-position of this Court was sought to vacate the sup-  
-posed marriage aforesaid. It also appeared to  
the Chancellor that the said Maria Edward Stafford  
than that of a supposed claim to fifteen slaves  
devised through a certain deed of gift made  
in South Carolina by Charles Jones & his daughter  
Rutha Jones (afterwards wife of Complainant  
& mother to said Edward & since deceased) of three  
slaves named Phebe, Mary & Elizabeth which  
were given to said Rutha & to the heirs of her body  
and of whose body the said Edward was & is the  
only heir, That in virtue of the said deed & the  
marriage of the Complainant, the Complainant  
acquired possession of the slaves last aforesaid along  
with their increase now fifteen in all and yet  
in his possession. That Complainant & tell recently  
have considered said slaves to be the property of  
said Edward in virtue of said deed & as heirs

of the body of said Rutha, But in his Bill of Complaint herein protest, that the limitation over in said deed of gift is void & that said slaves became the complainants by right of marriage & that his said ward is without property, but that Complainant is willing to provide for his maintenance & support.

Whereupon his Honor the Chancellor being sufficiently advised in the premises doth hereby order adjudge & decree that the said marriage of the defendant with the said Edward Stafford was & is void & that the same is hereby vacated annulled and set aside, And it not appearing to the Chancellor that the said Edward Stafford has any property or estate of his own from which his maintenance could be derived & appointed, It is therefore further ordered adjudge & decreed by the Chancellor that the Complainant shall furnish & provide for said Edward as a member of his family an ordinary and reasonable support till further ordered by this or some other Tribunal having jurisdiction of the matter. It is further adjudge & decreed that the Complainant recover of defendant all costs herein & be taxed by the Clerk.

Signed

E. Linn

15 July 1837

(Certified a true copy by)  
R. L. Davis Clerk



No 53  
Exhibit No 1  
Edward Stafford  
is }  
W. A. Humphreys  
Exhibit filed  
with W. A. Humphreys  
answer this  
day of April 1871

Edward Stafford by } In Chancery Court  
Edw. B. Stafford notified } Harrison County  
V. } April Term 1861  
W. A. Champlin & als.

Be it remembered that  
~~on this day, to wit a day of the Year aforesaid~~  
being the 2<sup>nd</sup> day of said month, the  
Complainant made his motion to strike from  
the files the answer of W. A. Champlin, Norman  
McLeod, and J. N. Buland, in the words  
and figures following, (Here recited said  
answer) and also said motion, (Here  
recited the same, which motion after  
argument was sustained, and said  
answer stricken from the files, and then upon  
the defendant Champlin made his motion  
~~to file his answer,~~ & to set aside the  
pro Confesso in this case, and for leave  
to file an answer, which he tendered  
then to file, in the words and figures  
following (Here recited the said  
answer) and at the same time  
~~made his affidavit~~ <sup>and that of Richard Cross</sup> of a meritorious  
defense in the words and figures following  
(Here recited said <sup>two</sup> affidavit) upon  
hearing said motion the Court overruled  
the same, and refused to set aside said  
pro Confesso, and to allow said defendant  
Champlin to answer Complainant's Bill  
To which opinion of the Court the said

Champion, then excepta, and now excepts  
and tenders this his Bill of exceptions  
and pray the same may be signed  
sealed and allowed by the Court  
which is accordingly done this 2<sup>d</sup> day  
of April 1861.

Wm H. Hancock  
- 10 1/2



Stafford  
Bill of Sale  
Champion et al

Kilow apm  
24" 1861  
S. S. Deen  
Att.

Edwin Blaffer by his } in the Chancery  
next friend } Court of Louisiana  
13. } being in the State  
William H. Hampton } of Mississippi  
et al } to June Term 1861

On the application of  
Complainant it is ordered and adjudged  
that the Complainant be  
authorized & permitted to take the testimony  
of Complainant's friends, and the Respondent  
to this Bill in relation to the testimony  
by Complainant or otherwise to be  
taken and upon the final trial of  
the cause.

Edward Stafford by E. B. Stafford  
Guardian & next friend

vs

W. A. Champain et als.

In the Chancery Court of Harrison County  
State of Mississippi To Oct Term 1861

Cross Interrogatories to be propounded  
to William Cravely a citizen of Mobile  
County - Alabama, on the part of the  
defendants.

Cross Interrogatory 1<sup>st</sup>. How old are you, and  
where have resided for the last 30 years.

Cross Interrogatory 2<sup>d</sup>. Are you related to any  
of the parties to this suit, or not? Are you  
interested in the event of this suit?

Cross Interrogatory 3<sup>d</sup>. If you state that you  
accompanied Edward B. Stafford to South  
Carolina. Please the year? Who went  
with you? If you state that Edward  
B. Stafford said anything to you in  
relation to negroes, Please state who was  
present at the time? And of what negroes  
he spoke.

Cross Interrogatory 4<sup>th</sup>. If you know of anything that  
will be of advantage to the defendants,  
please state it as fully as though specially  
interrogated thereto.

W. A. Champain for himself

Stafford by Stafford &  
as } Corp. Negotiator  
W. A. Champ in  
To

William Cravely

Filled Sept 24<sup>th</sup>  
1864 S. E. Davis  
all

Stafford by Stafford } In the Chancery Court - of  
W. A. Champion } Harrison County, Mississippi  
To Oct Term 1861

Crop testimony to be produced to  
George Wood Esq. Thomas White Esq. Joseph  
Bridland, and a. Daniel & Co. Thos. W. Jackson  
Henry Colclough, & Malcolm Black, James Hare, Samuel Herring, & others by  
the complainants - on the part of the  
defendants, when answers will be read in  
evidence the part of the defendants.

Prof. Interrogatory 1 st.

~~Ex~~ Interrogatory 1<sup>st</sup>.  
Now you present at the trial  
of the compromise spoken of in the  
last Interrogatory. Was or not the  
Compromise made between the Com-  
plainant in that, & this suit and the  
Executor of John Stafford and his devisees?  
and if the solicitors received any share  
was it or not after said compromise  
by the parties was entered into and  
executed.

Crop Interrogatory 2<sup>d</sup>

Crop Interrogatory 2<sup>d</sup> Do you know the value of the slaves at the time this sect was commenced, or at this time, and do you or not know whether any of said slaves have been sick since, and how much have they been sick.

Crop Mitivogatory 3<sup>d</sup>. To George Wooding and  
Johna, White Eggs 1

Now you is not the solicitor for the  
Complainant in that scit. Was not  
the compromise made, by authority and  
consent of Edward B. Stafford. the Complain-  
ant's next friend in that and this scit  
and was it or not made in good faith



2

by all the parties there to so far as you  
know, or believe? At the time of the Com-  
promise was a not said suit pending  
in the High Court? by whom was the  
appeal taken? Who was Counsel for  
the Complainant in the High Court?  
Had you or not been advised by secret  
Counsel, that the decision of the Court  
below would be affirmed in his opinion?  
By which party & by whom was the Com-  
promise proposed? Was any oath adminis-  
tered to the Complainant's next friend  
Edward B. Stafford, & abides by the Com-  
promise, or not to bring another  
suit, or for any other purpose or  
object whatever? Who were the Solicitors  
for the defendants in that suit? Do you  
or not know that the Solicitors for the  
defendants, had been informed at the  
time and before the compromise was  
agreed upon, that the case would in  
the opinion of appellants Counsel be  
affirmed, and did they not enter into  
the compromise with that information?  
Was any unfair means used by either  
party to procure said compromise?

Cross Interrogatory 4<sup>th</sup> To all of said witnesses.

Was or was not all of said slaves in possession of  
John Stafford from the year 1837, till his death  
and did he or not make a will and devise  
said slaves to John W. Philand, with a  
life estate to his wife? Did he not use  
work, and claim said slaves as his

own property, <sup>3</sup> Did he or not ever render  
any account of this time as Guardian  
for said Edward Stafford, or render any  
account of this time to the Probate Court  
of Linn County? If you state that  
Norman McClellan had any information  
in regard to said slaves, please state  
how you know it? And if you state  
whether W. A. Chapman had any such  
information please state how you know  
it - and when and how he got such  
information. If you state that Norman  
McClellan was a member of the Jury of  
inquest, please state if there is not  
record evidence of such fact & state  
if such be the fact, also state that if any  
inquest was held to determine whether  
Edward Stafford was an idiot or not  
whether any notice was given to him  
and say whether such proceedings were  
or were not absolutely void, and the  
pretended appointment of John Stafford  
as Guardian was not also void - for  
want of any notice.

Prop Interrogatory 5<sup>th</sup> Please state whether  
or not Edward Stafford lived with and  
in the family of John Stafford, from 1837,  
till John Stafford's death, and did not  
John Stafford during all that time  
work said negroes on his own plantation  
as his own property? Did Edward Stafford  
ever own any land, or plantation, or;

did he ever keep house, if so when & how long? Did a not John Stafford own a considerable tract of land on the Pascagoula River, Wolf River, and did he a not keep house, and did not said Edward live in and as one of the family of said John Stafford?

Interrogatory 6<sup>th</sup>

If you say said slaves were reputed to be the property of Edward Stafford, Please state who you ever heard say so, and when and where? Who was present at the time?

Cross Interrogatory 7<sup>th</sup> Are you a not related to any of the parties to this suit, if so how? & are you interested in the event of this suit?

Cross Interrogatory 8.

Do you know any other matter or thing that will be of benefit to the defendant If so please state it as fully as though specially interrogated thereto.

J. A. Champin  
for himself

Stafford by Stafford  
18 } Prof. Hutchinson

W. A. Chapman & Co.  
To

George Wood, Thos. White

Joseph Phelan

Daniel McInnis

Henry Cochran

Malcolm Black

James Moore

Samuel Haring

Peter Haily &

John Gunway.

Filed Sept 24<sup>th</sup> 1864

R. Swain  
clerk

The State of Mississippi Circuit Court in Chancery-  
Harrison County

The Answer of William Griffin to the bill of complaint  
of Edward Stafford by his next friend and Guardian E. T. Stafford  
against William Chapman and others:

~~the said answer~~ answering all benefit of exception for answer says:  
1<sup>st</sup> of the execution of the instrument dated 27<sup>th</sup> August 1805 which is set forth in the  
bill as a deed of gift from Charles Lorne and made a part of the bill as exhibit A.  
2<sup>nd</sup> defendant knows nothing and requires proof: the alleged probate and  
record of said deed is required by this defendant to be proved: Defendant knows  
nothing of the alleged marriage of Rutha Lorne, to John Stafford nor of the birth  
complaint of said marriage, nor of the death of Rutha, nor of the death  
life of Charles Lorne, nor of the possession of said Lorne of the slaves named, nor  
~~the death of said Lorne~~ death except from mere hearsay and hence defendant  
is complainant to his proof as to said allegations or such of them as he  
may deem material: that the said Charles Lorne held the slaves mentioned in  
the bill as the property of complainant from the death of Rutha Stafford for the year  
20 this defendant answering from the face of the alleged deed denies and calls  
in proof, if complainant thinks it essential to his cause: Defendant in further  
answer says that many years past, perhaps in 1821 or 1822 as well as his  
memory serves him, John Stafford brought some negroes into the neighbourhood  
~~the neighbourhood~~ in which this defendant lived and according to the hearsay  
of the neighbourhood the slaves were brought from South Carolina  
and the complainant the child son of said John according to the same  
hearsay had some interest in or title to the same: but this defendant  
cannot identify said negroes as those named in the said alleged deed  
nor as the descendants of them: The complainant and the negroes were under  
the management, control and support of the said John Stafford.



The State of Mississippi Circuit Court in Chancery -  
Harrison County }

The answer of William Griffin to the bill of complaint  
of Edward Stafford by his next friend and guardian E. W. Stafford  
against William Champlin and others:

~~The said defendant receiving all benefit & exception from answer says:~~  
That of the execution of the instrument dated 9th August 1805 which is set forth in the  
bill as a deed & gift from Charles Jones and made a part of the bill as exhibit A.  
This defendant knows nothing and requires proof; the alleged probate and  
record of said deed is required by this defendant to be proved; Defendant knows  
nothing of the alleged marriage of Rutha Jones to John Stafford nor of the birth  
of complainant of said marriage; nor of the death of Rutha, nor of the servitude  
ship of Charles Jones, nor of the possession of said Jones of the slaves named, nor  
~~of the death of said Jones except from mere hearsay and hence defendant~~  
~~has~~ complainant to his proof as to said allegations or such of them as he  
may deem material; That the said Charles Jones held the slaves mentioned in  
the alleged deed as property of complainant from the death of Rutha Stafford in the year  
1820 this defendant answering from the face of the alleged deed denies and calls  
for proof if complainant thinks it essential to his cause; Defendant in further  
answer says that many years past, perhaps in 1821 or 1822 as well as his  
memory serves him, John Stafford brought some negroes into the neighborhood  
~~in the neighborhood~~ in which this defendant lived and according to the hearsay  
of the neighborhood the slaves were brought from South Carolina  
and the complainant the eldest son of said John according to the same  
hearsay had some interest in or title to the slaves: but this defendant  
cannot identify said negroes as those named in the said alleged deed  
nor as the descendants of them: The complainant and the negroes were under  
the management, control and support of the said John Stafford.

Answering further from hearsay, defendant says that in 1836 the said Edward the complainant was married or alleged; and that said John Stafford took steps to vacate the marriage, but that steps if any were taken in the Probate Court of Hancock the defendant prays may be shown by the record of complainant deem it expedient to his cause. As to the return of said John as Guardian the defendant calls for proof if the complainant deem the same expedient. In connection with this part of Defendant's answer, he states upon information which he believes to be true that the marriage of said Edward with said Minnie was vacated by decree of the Superior Court of Chancery at Jackson in the year 1837 in a cause in said Court wherein Edward Stafford by his guardian & next friend John Stafford was complainant and Minnie Doughdill was defendant; and that in the said decree the deed of gift of Charles Louis of said land was held to vest said title to said lands in Rutha Louis as vested in the said John by virtue of his marriage with said Rutha; since which decree this defendant has no knowledge nor information of what John Stafford regarded said lands otherwise than as his own by virtue of his marital rights and defendant from information which he believes to be true denies the allegation in the bill that said John continued to hold said lands, as the property of complainant and of said holding from and after the said decree this defendant requires proof. As complainant alleges that such holding was a matter of record, defendant requires the production of the same. In further answer defendant says that whatever of the hearsay previously existing of complainant's intent in the lands may have remained after the date of said decree, this defendant alleges the truth to be that the said John exercised all these acts of ownership over said lands after the date of said decree which marked his own adverse property & possession in & of the same;

The allegation that this defendant, Walter Denny, Alexander M. Blendon, and Norman M. Leod combined, and confederated with said guardian John Stafford to cheat, swindle & defraud complainant out of his right is wholly untrue; the fraudulent collusion with said guardian, to purchase, or to pretend to purchase for some trifling sum a portion of the increase of said negroes, is wholly untrue; All charges of combination, collusion, confederacy and fraud this defendant says are as to heretofore without the least color of truth; The allegation that this defendant purchased or pretended to purchase the boy Sam is untrue; This defendant in further answer says that he purchased no such negro or slave of said Stafford as the one described in the bill; He did purchase a negro boy of said Stafford by the name of Harry in the year 1850 or thereabouts, about 14 years of age, he purchased of & from said John Stafford at the full value of the boy at the time, in good faith, and under the belief that the title was good; he has kept possession of said boy & he has him still; for the last four or five years the boy has been for about twenty dollars per month, previous to that time he himself and defendant says that as an average value of his years & his time lost by sickness considered, has not been according to defendant's judgment more than fifteen dollars per month.

As to the alleged purchases by Denny, M. Blendon & M. Leod this defendant knows nothing and leaves them, each to answer for himself; Defendant in further answer says that his purchase was not in conjunction with any other, it was with John Stafford only, and neither of the other defendant had any connection with it or knowledge of it so far as this defendant knew - As to those allegations which relate to John Stafford's will, the alleged part in said John in making the same this defendant answering from information denies the truth of the allegations of fraud and believes that said will was

made in good faith toward the comfort and well being of complainant and  
free from all intention of wronging complainant and ~~in~~ <sup>not</sup> ~~at~~ <sup>for</sup> ~~the~~ <sup>the</sup> ~~benefit~~ <sup>benefit</sup> ~~of~~ <sup>of</sup> ~~him~~ <sup>him</sup>  
from the intention of defrauding and plundering him:

Defendant in further answer says that he was informed of the institution of  
the suit in the Chancery Court of Greene County by complainant by his next  
friend the said E. B. Stafford against the said Norman McLeod Executor  
of the last will & testament of John Stafford, Rhoda Stafford and  
John McNeelands; of the defect, mistake of law, and of the condition of the  
cause and of the papers therein, this defendant knew nothing and  
had no concern about the same other than that of a litigation between  
neighbors, and ~~parting~~ <sup>parting</sup> in casualty with one John Darghill the said suit  
was mentioned and this defendant suggested the idea of a settlement by a compromise  
but whether this suggestion was ever communicated to complainant this defendant  
knows not, he believes however that it probably was, Defendant also suggested  
the same idea to said McLeod and afterwards defendant learned that  
~~a compromise and settlement of said litigation was made: the~~  
suggestion so made by this defendant was a bare suggestion and  
whether it was the starting point towards a treaty and the ultimate settlement  
defendant cannot say. This bare suggestion is all the part which  
defendant took as to the treaty, the settlement, terms, conditions &c.,  
defendant had nothing to do. And answering from ~~his~~ <sup>his</sup> information  
he says that the allegations of fraud charged in connection with the said  
compromise are untrue. This defendant in further answer as to said  
compromise says that the right & remedies of this defendant would  
be materially affected by said compromise and the consequent division  
& disposal of the said claims, in case complainant can show that  
this defendant is amenable to his complaint as defendant  
is advised. Defendant is advised that under the case made

is advised. Defendant is advised that under the case made  
complainant can claim at most under the most favourable view two thirds  
only of said slaves and that John Stafford in the most unfavourable  
view was entitled to at least one third part of said slaves.  
Defendant is advised that the matters & things set forth in the bill are  
not sufficient to entitle the complainant to either the discovery or  
the relief prayed and that said bill and the matters therein  
are demurrable. This Defendant therefore prays that he may have  
the benefit of a demurrer in this his answer, for causes he shows  
the following, to wit; 1. The alleged deed of gift by Charles Long to his  
daughter Rutha is not a deed, but a testamentary paper and  
as such null & void in this cause.  
2. The bill ~~sets~~ it up as a deed and derives complainant title to  
the slaves from it, whereas it appears that <sup>as a deed</sup> it conveyed a fixed,  
ascertained & definite legal right to Rutha ~~Long~~ <sup>Long</sup>, which vested in  
John Stafford on his marriage with Rutha.  
3. As a deed, even if it conveyed such a share in action to Rutha  
Long, her Husband is entitled under the laws of South  
Carolina to one third part.  
4. The bill shows the settlement of all matters of dispute in this cause  
by the compromise made in the case of complainants  
against M. Leod, Ex. & Co. Rhoda ~~Stafford~~ & M. McElanor.  
5. The bill is null & void.  
6. There is no such case made by the bill as entitles  
complainant to the relief prayed for or to any  
aid of the court. Wherefore for divers other causes  
appearing on the face of the bill defendant demurs and prays  
the benefit thereof. And having answered  
he prays to be hence dismissed with his reasonable  
costs.  
R. Egan for  
Defendant



The State of Mississippi & Circuit Court in Chancery  
Harrison County & April Term 1861

Personally appeared in open court  
William Giffins the above named defendant  
and being duly sworn he said that the matters  
& things set forth in the above answer as of his own  
knowledge are true, he will believe to be  
true -

Sworn in open court this 16<sup>th</sup>  
day of April A.D. 1861

J. S. Davis, Clk.

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St. Stafford by E. H.  
S. L. G. not prima

William A. Chapman via

Filed April 16<sup>th</sup>  
1861  
J. S. Davis  
Clk.

*Also See:*

1. *On through the Years with Abner Jenkins*
2. *Ligon Pioneers in Kentucky*